

Memorandum of Understanding

Data Sharing & Collaborative Agreement

This Memorandum of Understanding ("MOU") is made effective as of the **1st day of July, 2025** between **the Region 19 Vertical Alignment Network ("R19VAN")** (as defined below), **The El Paso County Community College District ("EPCC")**, an institution of higher education located at **9050 Viscount Blvd., El Paso, Texas, 79925**, **The University of Texas at El Paso ("UTEP")**, a Texas State Public Institution of Higher Education and component institution of **The University of Texas System** addressed at **500 West University Avenue, El Paso, Texas, 79968**, and **Education Service Center- Region 19 ("ESC Region 19")**, an educational service center that supports teachers and administrators by providing various instructional products and services in the El Paso area located at **6611 Boeing Dr., El Paso, TX 79925**. **R19VAN, EPCC, UTEP and ESC Region19** shall jointly be referred as the "Parties" and severally as the Party.

WHEREAS, the Parties to this MOU are all collaborating members of the **R19 VAN**, whose purpose is to serve students in the region in transitioning to either institution of higher education EPCC and/or UTEP upon graduation, and/or to provide college and career readiness opportunities and advising to the region's students.

WHEREAS the Parties as part of the **R19VAN** have agreed to enter into this data sharing and collaborative agreement to serve students at **R19VAN** in a dual credit or concurrent enrollment setting, in transitioning to either institution of higher education **EPCC** and/or **UTEP** upon graduation, and/or to provide college and career readiness opportunities and advising as well as to evaluate the effectiveness of college and career readiness programs in **the R19VAN**, and to improve instruction within the **R19VAN**.

WHEREAS, R19VAN, EPCC, UTEP, and ESC Region 19 jointly recognized the need to increase data sharing efforts for the purposes of increasing college and career readiness opportunities and to facilitate data-driven decision-making in the El Paso area.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this MOU and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **R19VAN, EPCC, UTEP, and ESC Region 19** agree as follows:

Data Privacy

The Parties acknowledge the importance of protecting the privacy and confidentiality of student data. All data shared under this MOU will be handled in accordance with applicable federal, state, and local laws and regulations, including but not limited to the Family Educational Rights and Privacy Act (FERPA). The Parties agree to implement appropriate technical and organizational measures to safeguard the data against unauthorized access, disclosure, alteration, or destruction. Each Party will ensure that any data shared is used solely for the purposes outlined in this MOU and will not be disclosed to any third party without prior written consent from the originating Party.

Dispute Resolution

In the event of any dispute arising out of or in connection with this MOU, the Parties agree to first attempt to resolve the dispute through informal discussions and negotiations. If the dispute cannot be resolved informally, the Parties agree to engage in mediation with a mutually agreed-upon mediator. If mediation does not result in a resolution, the Parties may pursue any other legal remedies available to them. All disputes shall be resolved in accordance with applicable laws and regulations.

Timeline for Dispute Resolution

1. **Informal Discussions:** Parties will initiate informal discussions within 10 business days of identifying the dispute.
2. **Mediation:** Should informal discussions fail, mediation will be scheduled within 30 business days of the escalation.
3. **Legal Remedies:** If mediation does not result in a resolution, Parties may pursue legal remedies within 45 business days following the mediation.

Mediator Selection Process

The Parties agree to select a mediator through the following process:

1. **Proposal of Mediators:** Each Party will propose a list of potential mediators within 10 business days of agreeing to mediation.
 2. **Review and Agreement:** The proposed lists will be reviewed, and the Parties will mutually agree on a mediator(s) within 15 business days of receiving the proposals.
 3. **Criteria for Selection:** The selected mediator should have relevant experience in educational collaborations and data sharing agreements and be neutral and impartial.
 4. **Engagement:** Once agreed upon, the mediator will be engaged to facilitate the mediation process within 30 business days.
-

1. Definitions

When used in this MOU, the following terms will have the meanings below:

- a. **"Data"** refers to the observations and information collected and stored for each student, accessible by members of the R19VAN in a view-only capacity to assist student transition. This includes academic performance, assessment results, and other relevant metrics.
- b. **"Education Records"** has the meaning set forth in the Family Educational Rights and Privacy Act ("FERPA").
- c. **"Region 19 Vertical Alignment Network" (R19VAN)** includes the following participating entities: The University of Texas at El Paso, El Paso Community College, Education Service Center - Region 19, and various school districts and charter schools in the El Paso area. These entities collaborate to create seamless pathways for students transitioning from LEAs to IHEs, focusing on dual enrollment programs, college and career readiness, and data sharing to support student success. **"Education Records"** has the meaning set forth in the Family Educational Rights and Privacy Act ("FERPA").

"Region 19 Vertical Alignment Network" means jointly the following participating entities: The University of Texas at El Paso, El Paso Community College, Education Service Center - Region 19, Anthony Independent School District, Canutillo Independent School District, Clint Independent School District, Dell City Independent School District, El Paso Independent School District, Fabens Independent School District, Fort Hancock Independent School District, San Elizario Independent School District, Sierra Blanca Independent School District, Socorro Independent School District, Tornillo Independent School District, Ysleta Independent School District, Burnham Wood Charter School District, Premier High Schools-Responsive Ed., El Paso Leadership Academy, La Fe Preparatory School PK-8, El Paso Academy, Triumph Public Schools El Paso, Harmony Science Academy, IDEA Public Schools.

2. Objectives

The **R19VAN** has cooperated and collaborated in developing dual enrollment programs and college and career readiness seamless pathways for students. This MOU is intended to streamline information needs across institutions so that student college and career readiness data may be tracked in order to facilitate the advising and counseling of students with respect to transition into post-secondary programs, to evaluate the effectiveness of college and career readiness programs in the **R19VAN**, and to improve instruction in the **R19VAN**. Aggregate data is used to generate reports and to analyze program effectiveness, long-term outcomes and longitudinal research for various purposes including planning, scheduling, grant applications and textbook purchases.

3. Scope

Data shared in accordance with this MOU ("Data") includes, but is not limited to, the following:

- a. TSI, PSAT, SAT, ACT, AP and other instruments used to assess individual student College and Career Readiness measures;
- b. Student industry certification and licensure need and availability;
- c. End-of-Course (EOC) exams;
- d. Local, state, and national assessment results;

- e. Data components for accountability calculation and support;
- f. Official and unofficial student transcripts;
- g. Public Education Information Management System (PEIMS) education records, to include but not limited to data platforms such as Texas Education Exchange and the applications housed there within and On Data Suite through district view only credential creation (e.g. Student Unique ID, files pertaining to PEIMS scheduled submissions by authorized personnel);
- h. Local Education Agency (LEA) data contained in local in-house student information system to include but not limited to data platforms such as Texas Education Exchange and the applications housed there within and On Data Suite through district view only credential creation
- i. National Student Clearinghouse data;
- j. Dual credit and concurrent enrollment course information housed within the information systems of any of the members in the **R19VAN**;
- k. College Preparatory Courses, Career and Technical Education (CTE) course data, and other innovative courses for vertical alignment;
- l. Teacher and instructor qualifications leading to dual credit credentialing via EPCC;
- m. Texas Teacher Evaluation and Support System (T-TESS) appraisal information;
- n. Postsecondary student acceptance and placement;
- o. Textbook and materials information used in the classroom for dual credit, concurrent enrollment, certificate, or licensure alignment;
- p. Surveys, observations, and other instruments used to collect and assess aggregate student data locally developed and administered by the **R19VAN**;
- q. Information as necessary and requested to further support regional college and career readiness efforts through the procurement of grants, contracts, scholarships, donations and other financial resources by the members of the **R19VAN**;
- r. Longitudinal data including college hour accumulation, aggregate GPAs, certificate and degree attainment, core completion status and analysis of courses needed by students for various purposes, including planning and scheduling, and implementation of academic interventions; and
- s. Other data as necessary to advance and increase the number of students in the Region 19 area eligible and academically ready to undertake dual credit and

concurrent enrollment, obtain an industry certification or licensure, and/or enter an institution of higher education upon graduation.

4. Use of Data

Student Data shared between the **R19 VAN** shall only be used exclusively for fulfilling the expressed objectives outlined in this MOU and is subject to the applicable privacy rules and regulations, including yet not limited to FERPA. Aggregate Data may be used to highlight program effectiveness and make recommendations for programmatic improvement at professional conferences and/or to support research initiatives in the region. Data shall not be shared with any third parties without consent from the **R19VAN**. Data shall not be sold or used, internally or externally, for any purpose not directly related to the scope of work defined in this MOU without consent from the **R19VAN**. R19VAN members agree to provide ESC Region 19 with a view only access account for data analysis programs referenced in section 3.

5. Data Elements

In order to establish procedures in place to safeguard the confidentiality and integrity of personal student data, to place limitations on its use, and to maintain compliance with applicable privacy laws, all employees of the **R19VAN** involved in collecting, generating, viewing, or using the shared data as outlined in this MOU shall comply with all applicable privacy rules and regulations, including yet not limited to the provisions of FERPA and other laws with respect to the Data and information shared.

6. Frequency of Data Availability

Individual and identifiable student Data shall only be used for student degree planning, scheduling, and monitoring the individual student's success. Aggregate data may be used to generate reports and to analyze program effectiveness, long-term outcomes, and longitudinal research. To drive relevant and timely data-driven decision-making, the **R19VAN** (and the Parties) are committed to sharing Data upon the completion of each academic semester term. This notwithstanding, specific

needs may arise throughout the academic year that may require additional data submission on a more frequent basis including grant proposals and applications as well as other reporting requirements.

7. Personnel

Each member institution of the **R19VAN** shall be responsible for ensuring that Data is submitted on a timely basis. Each Party shall assign authorized personnel responsible for data sharing under this MOU.

8. Confidentiality

The **R19VAN** and its members will maintain the confidentiality of any and all Data in accordance with applicable law, rule and/or regulation. The confidentiality requirements under this paragraph shall survive the termination or expiration of this MOU or any subsequent agreement intended to supersede this MOU. Each Party hereto that receives personally identifiable information pertaining to **R19VAN** students shall be responsible for complying with all the requirements imposed on such receiving Party by the applicable provisions of FERPA and its regulations. Each Party receiving personally identifiable **R19VAN** student information shall ensure that it is used only for the purposes stated in this MOU and shall not permit anyone without a legitimate educational purpose to have access to such information.

9. Security Safeguards

In meeting the needs for Data security and confidentiality, the vehicle for data submission shall be determined by the **R19VAN** as appropriate. Should Data covered by this MOU ever be processed, stored, or transmitted on information resources belonging to any of the members of the **R19VAN** the following shall apply:

The members of the **R19VAN** shall employ industry best practices, both technically and procedurally, to protect the Data from unauthorized physical and electronic access. To ensure the continued confidentiality and security of the Data, the **R19VAN** shall establish a system of safeguards meeting the following requirements:

- a. Procedures and systems that ensure all student records provided by any of the parties in the **R19VAN** are kept in secured facilities and access to such records is exclusively limited to authorized personnel;
- b. Procedures and systems that require the use of secured passwords to access the data will be faithfully implemented;
- c. Procedures and systems for assigning passwords shall be developed and implemented to maintain the integrity of the data;
- d. Procedures and systems that ensure that all data is maintained in a secure manner that prevents the interception, diversion, or other unauthorized access;

In the event of a security breach affecting the Data received by one of the Parties, the Party suffering the security breach shall immediately take all necessary and applicable measures to limit the breach and protect the Data, including yet not limited, at its sole cost, notification to the students and credit monitoring obligations. The Party suffering the breach will notify the **R19VAN** members within 24 hours of becoming aware of said breach for the members to take any additional necessary actions.

10.Data Destruction

Upon cancelation, termination, or non-renewal of this MOU, all Data shared or collected in the course of this initiative shall be destroyed, securely wiped, deleted, or returned to the originating Party supplying the Data.

11.Term

The initial term of this MOU shall begin on **July 1, 2025** and continue for a period of **three (3) years**. Thereafter, the Parties may **renew** this MOU for **two (2) additional consecutive three (3) year terms** by written notice signed by a duly authorized representative of each Party. The initial term and any renewal term(s) are collectively referred to in this MOU as "Term." Any Party hereto may terminate this MOU, without cause, upon at least thirty (30) calendar days with prior written notice to the other Parties, with said termination becoming effective upon the expiration of the thirty (30) days or as mutually agreed to by the parties.


12.Changes and Amendments

This MOU may be amended, modified, and/or supplemented only by the mutual agreement of the parties, in writing signed by the duly authorized representative of each of the Parties,

Executed on the date established above under (11) "Term."

----- Signatures on following page -----


THE EL PASO COUNTY COMMUNITY COLLEGE DISTRICT

Signed by:

D32BFE6DCFDC455...

William Serrata, PhD., President

Date: Jun-04-2026

THE UNIVERSITY OF TEXAS AT EL PASO

DocuSigned by:

3DEEADA373C5414...

Heather Wilson, PhD., President

Date: Mar-02-2026

EDUCATION SERVICE CENTER REGION 19

Armando Aguirre, Ed.D., Executive Director

Date:

ANTHONY INDEPENDENT SCHOOL DISTRICT

DocuSigned by:
Dr. Oscar Troncoso
68C6698C3A534F8...

Oscar Troncoso, PhD., Superintendent

Date: Jun-08-2026

CANUTILLO INDEPENDENT SCHOOL DISTRICT

Josue Borrego, Ed.D., Superintendent

Date:

CLINT INDEPENDENT SCHOOL DISTRICT

Juan I Martinez, Ed.D., Superintendent

Date:

DELL CITY INDEPENDENT SCHOOL DISTRICT

Signed by:
Mr. Michael Steck
29EDFDAD4BA644E...

Michael Steck, Superintendent

Date: Jun-08-2026

EL PASO INDEPENDENT SCHOOL DISTRICT

Brian Lusk, Ed.D., Superintendent

Date:

FABENS INDEPENDENT SCHOOL DISTRICT

Signed by:
Dr. Rogelio Segovia
2A22E03572C8496...

Rogelio Segovia, PhD., Superintendent

Date: Jun-08-2026

FT HANCOCK INDEPENDENT SCHOOL DISTRICT

Jose G. Franco, Superintendent

Date:

SAN ELIZARIO INDEPENDENT SCHOOL DISTRICT

Jeannie Meza-Chavez, PhD., Superintendent

Date:

SIERRA BLANCA INDEPENDENT SCHOOL DISTRICT

Signed by:

39489D055CE4461...

Ronni Leeann McGraw, Superintendent

Date: Jun-08-2026

SOCORRO INDEPENDENT SCHOOL DISTRICT

James P Vasquez, Superintendent

Date:

TORNILLO INDEPENDENT SCHOOL DISTRICT

Rosa Vega-Barrio, Superintendent

Date:

YSLETA INDEPENDENT SCHOOL DISTRICT

Xavier De La Torre, Ed.D., Superintendent

Date:

BURNHAM WOOD CHARTER SCHOOL DISTRICT (EL PASO)

Joe E. Gonzales, Ed.D, Superintendent

Date:

EL PASO ACADEMY

Sarahi Gross, Executive Director

Date:

EL PASO LEADERSHIP ACADEMY

V Omar Yanar, Superintendent

Date:

HARMONDY SCIENCE ACADEMY (EL PASO)

Kamil Yilmaz, , Ed.D, West Texas Area Superintendent

Date:

IDEA PUBLIC SCHOOLS (EL PASO)

Jeffrey Cottrill, Executive Director

Date:

LA FE PREPARATORY SCHOOL PK-8

Robert Gonzales, Superintendent

Date:

PREMEIR HIGH SCHOOLS – RESPONSIVE ED

Kalese Whitehurst, Superintendent

Date:

TRIUMPH PUBLIC HIGH SCHOOLS (EL PASO)

Frances Berrones-Johnson, Superintendent

Date:
