

**FIFTH EXTENSION OF INTERLOCAL
AGREEMENT
BETWEEN
EL PASO INDEPENDENT SCHOOL DISTRICT
AND
EDUCATION SERVICE CENTER-REGION 19**

This Extension ("Extension") of the Interlocal Agreement between El Paso Independent School District ("EPISD") and Education Service Center-Region 19 ("Region 19"), collectively "Parties" for Discovery Education Streaming is entered into and effective as of September 1, 2023.

RECITALS

- A. On or about August 2018, EPISD and Region 19 entered into an Interlocal Agreement ("Agreement") having a term for the 2018-2019 school year, wherein Region 19 would provide Discovery Education Streaming to EPISD as more specifically described in the Agreement, which is fully incorporated herein by this reference.
- B. On or about June 3, 2019, the Parties extended the Agreement for the 2019-2020 school year beginning September 1, 2019 through August 31, 2020.
- C. On or about June 16, 2020, the Parties extended the Agreement for the 2020-2021 school year beginning September 1, 2020 through August 31, 2021.
- D. On or about June 17, 2021, the Parties extended the Agreement for the 2021-2022 school year beginning September 1, 2021 through August 31, 2022.
- E. On or about June 23, 2022, the Parties extended the Agreement for the 2022-2023 school year beginning September 1, 2022 through August 31, 2023.
- F. The Parties now wish to extend and modify the Agreement for the 2023-2024 school year.

NOW THEREFORE, in consideration of the terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree to extend and modify the Agreement as follows:

- 1. **Extension Term.** The term of the Agreement is extended for an additional period covering the 2023 - 2024 school year, unless sooner terminated as provided in the Agreement. The Parties agree execution of this Extension extends the term and modifies any other provisions as indicated below. Following Extension of the term pursuant to this Extension, any additional extensions of the term shall be governed by the Agreement.
- 2. **Modifications.** For the 2023-2024 school year:

Under Scope of Work Region 19 grants EPISD license and access to Discovery Education Experience (DEX) + Coding Renewal beginning September 1, 2023 through August 31, 2024.

EPISD understands the Discovery Education content is copyrighted material. EPISD agrees not to share the material in any form outside EPISD and to advise its faculty and staff of this restriction.

Under Term and Termination Extension term is September 1, 2023 through August 31, 2024.

Under Consideration EPISD agrees to make a one-time payment to Region 19 in the amount of

\$82,551.15 for the license and access delivered and described under Scope of Work above.

All other services and terms remain the same.

3. **Data Sharing Agreement.** Exhibit A and A-1 the Data Sharing Agreement and data to be shared is incorporated into the Agreement by execution of this Extension.

4. **Ratification and Defined Terms.** Except as amended or modified by this Extension, the Agreement shall continue in full force and effect. The Parties each hereby ratify, affirm, and agree the Agreement, as herein modified, represents the valid, binding and enforceable obligations of EPISD and Region 19 respectively and Region 19 respectively. In the event of any conflict or inconsistency between the provisions of the Agreement and this Extension, the provisions of this Extension shall control and govern. Except as otherwise defined in the Extension, each of the terms used herein shall have the same meaning assigned to such terms under the Agreement.

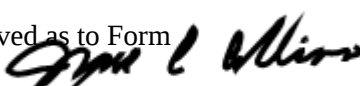
IN WITNESS WHEREOF, the undersigned Parties have caused this Extension to be executed by their duly authorized representatives.

**EL PASO INDEPENDENT SCHOOL
DISTRICT**

Diana Sayavedra
Superintendent

Date

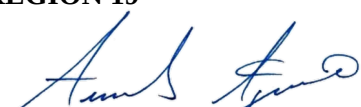
Approved as to Form



Jeanne C. Collins
General Counsel EPISD

Signed: Wednesday, June 7, 2023

**EDUCATION SERVICE CENTER-
REGION 19**



Dr. Armando Aguine
Executive Director

6/14/2023

Date

Invoicing Procedures to Prevent Payment Delays:

- Email invoice to Marti Zubia, Secretary to Executive Director for Curriculum & Instruction at mezubia@episd.org after receipt of purchase order.
- Attach invoice to email as a downloadable PDF file.
- Invoice must include all necessary information to include the Goods and Services delivered to District, an invoice number, and a reference to the purchase order number.

**EXHIBIT “A”
DATA SHARING AGREEMENT**

This Data Sharing Agreement (the “DSA”) is incorporated to this Extension and is agreed to by Vendor.

1. DEFINITION, USE, AND TREATMENT OF DATA.

- A. “Data” shall mean all student data, metadata, user content, course content, materials, and any and all data and information relating to the District, its business and educational practices, its intellectual property, or data relating to any of its employees, directly or indirectly provided by the District, or any end user(s) or contractor thereof, to or collected by Vendor. “Data” specifically includes all personally identifiable information in education records, directory data, and other non-public information. The District shall not be obligated to provide any Data except as expressly stated on Exhibit “A-1”, attached hereto and incorporated. “Services” shall mean the services Vendor will provide to or for the benefit of the District as described in the Agreement and Extension.
- B. The District owns and retains all rights, title, and interest to, or has appropriate possessory rights in, Data. Vendor makes no claim of license, title, or ownership to or in the Data.
- C. All Data shall at all times be treated as confidential by Vendor and shall not be copied, mined, stored, or used by Vendor for any purpose not related to providing the Services to or for the District. The Data shall not be disclosed by Vendor to any third party except as provided by law and with the express, specific prior written consent of the District. As outlined in more detail below, Vendor acknowledges that personally identifiable information is protected against disclosure by applicable Federal and state statutes and regulations, and Vendor agrees to comply with said statutes and regulations.
- D. **The Data is being provided and/or collected on an AS IS basis and the District does not make and Vendor does not rely upon, any express or implied representation, warranty or guarantee as to the accuracy or completeness thereof.**

2. PURPOSE, SCOPE, AND DURATION.

- A. For Vendor to provide the Services to the District it may become necessary for the District to share certain Data related to the District’s students, employees, business practices, and/or intellectual property.
- B. The Parties acknowledge that the District is subject to the Family Educational Rights and Privacy Act (20 U.S.C. 1232(g)) (“FERPA”), which federal law and supporting regulations generally address certain obligations of an educational agency or institution that receives federal funds regarding disclosure of personally identifiable information in education records. The Parties agree the Data is being provided to and/or collected as part of the Services performed by Vendor on behalf of the District, and Vendor agrees not to permit identification of parents and students by individuals other than representatives that have legitimate interests in the information. Vendor is a “school official” under FERPA and has a legitimate educational interest in personally identifiable information from education records because Vendor: (1) provides a service or function for which the District would otherwise use employees; (2) is under the direct control of the District with respect to the use and maintenance of education records; and (3) is subject to the requirements of FERPA governing the use and redisclosure of personally identifiable information from education records.

- C. The Parties further acknowledge that Vendor is subject to Texas Education Code, Section 44.034; and may be subject to Subchapter D to Chapter 32 of the Texas Education Code, which protects and restricts use of certain student information, to the extent that it applies to the Data.
 - D. The Parties expect and anticipate that Vendor may receive personally identifiable information in education records from the District only as an incident of the Services. Vendor shall be permitted to use any such personally identifiable information in education records as a function of performing the Services. Vendor represents it shall not use or further disclose any personally identifiable information in education records other than as a function of performing the Services.
 - E. This DSA becomes effective immediately upon the date of execution of this Extension and shall remain in effect during the time that Vendor provides the Services.
 - F. At the conclusion of this DSA and Extension and if and when the Data is no longer needed or to be retained regarding the Services, Vendor agrees, at its expense, to promptly destroy or transfer to the District all Data that Vendor may have in its possession. Vendor will confirm in writing to the District when such action has been completed.
 - G. Vendor shall comply with all applicable laws in performance of the Services and in collection, use, maintenance, disclosure, or other handling of the Data, all consistent with this DSA, and shall impose by contract the requirements described in this DSA to all contractors (if authorized) used by Vendor for performance of Services.
- 3. DATA COLLECTION. Vendor will only collect Data necessary to perform the Services.
 - 4. DATA USE. Vendor will use and retain Data only for the purpose of fulfilling the Services.
 - 5. MARKETING AND ADVERTISING PROHIBITED. Vendor shall not use any Data to advertise or market to students, their parents, District employees or officials, or others.
 - 6. SECURITY CONTROLS. Vendor shall take all reasonable measures to store and process Data. This includes implementing appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure and use. Vendor shall store the Data in accordance with applicable laws and industry best practices.
 - 7. NOTIFICATION OF DATA BREACH.
 - A. When Vendor becomes aware of a disclosure or security breach concerning any Data, Vendor shall immediately notify the District and take immediate steps to limit and mitigate the damage of such security breach to the greatest extent possible and to satisfy legal requirements relating to or arising from such breach.
 - B. The Parties agree any breach of the privacy and/or confidentiality obligation set forth in this DSA may, at the District's discretion, result in the District immediately terminating this DSA.
 - 8. TERMINATION. The District may terminate this DSA at any time at its discretion upon written notification to Vendor. In the event of such termination, Vendor shall destroy or transfer Data pursuant to Section 2.F. herein.
 - 9. SEVERABILITY. The provisions of this DSA are severable. If a court of competent jurisdiction determines that any portion of this DSA is invalid or unenforceable, the court's ruling will not affect the

validity or enforceability of the other provisions of the DSA.

EXHIBIT “A-1”

Student Data

- Student’s Name
- Student’s School
- Student’s ID#
- Student’s Grade
- Student’s Username
- Student’s Password

Teacher Data

- Teacher’s Name
- Teacher’s School
- Teacher’s ID#
- Teacher’s Username
- Teacher’s Password

Campus Administration and Other Administration Data

- Administrator’s Name
- Administrator’s School/Location
- Administrator’s ID#
- Administrator’s Username
- Administrator’s Password