

**INTERLOCAL AGREEMENT**  
**Made by and between**  
**Frisco ISD and**  
**Region 4 Education Service Center (Region 4 ESC)**

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**FOR**  
**TEXAS EDUCATION EXCHANGE PILOT SERVICES**

This Interlocal Agreement for Texas Education Exchange Pilot services (“Agreement”) is made by and between Frisco ISD (“District”) and REGION 4 EDUCATION SERVICE CENTER (“Region 4 ESC”), (collectively referred to as the “Parties” or individually as the “Party”) acting herein by and through their respective authorized officers or employees. This agreement shall be effective on the date it is executed by all the Parties (“Effective Date”).

**PREMISES**

**WHEREAS**, Chapter 791 of the Texas Government Code authorizes governmental entities, including regional education service centers and independent school districts, to contract with each other to provide governmental functions and services; and

**WHEREAS**, regional education service centers may offer any service requested and purchased by any school district or campus in the state; and

**WHEREAS**, Region 4 provides the Texas Education Exchange Beta services; and

**WHEREAS**, the Parties wish to enter into this Agreement to provide District with the Texas Education Exchange Beta services; and

**WHEREAS**, Region 4 is providing educational or digital services ("Services") to District pursuant to the following agreement: Standard Student Data Privacy Agreement which was entered into on \_\_\_\_\_ (the “Service Agreement”); and

**WHEREAS**, the governing bodies of the Parties, individually and together, do hereby adopt and find the foregoing premises as findings of said governing bodies; and

**NOW THEREFORE**, premises considered, and in consideration of and conditioned upon the mutual covenants and agreements herein, the Parties hereto mutually agree as follows:

## **AGREEMENT**

### **1. PURPOSE**

District and Region ESC 4 seek to collaborate on the “Beta” of the Texas Education Exchange. Over the next couple of school years, the goal of the Texas Education Exchange is to become a low-cost and innovative way to transform data pathways for districts across the state. This effort seeks to address common problems facing Texas school systems around the integration and use of data and analytics. With substantive financial support from and guidance by the Texas Education Agency (TEA), the Texas Education Exchange is structured to have a symbiotic relationship with Texas Student Data System (TSDS) and the state’s plans to modernize to, an Ed-Fi-based data collection strategy. Five Texas Regional Service Centers form the initial collaboration for Texas Education Exchange - Regions 4 (Houston area), 10 (Dallas area), 11 (Fort Worth area), 13 (Austin area), and 20 (San Antonio area) - with a goal to expand statewide in the coming years.

The ultimate vision for the Texas Education Exchange includes:

- Leveraging Ed-Fi to store and interoperate a range of data (e.g., SIS data, assessment data, learning management system data).
- A set of foundational applications available to all members of the Texas Education Exchange (e.g., a queryable LEA-focused data warehouse, web-based reports critical to all Texas LEAs).
- An “app store” with a wide range of opt-in applications makes it less expensive and easier to use by virtue of being in Texas Education Exchange.
- The 2022-23 school year is a beta year for Texas Education Exchange, meaning this is our year for shared learning and prototyping what this program will look like moving forward. Our goals for the 2022-23 school year include:
  - Build a small, active cadre of LEA champions for the Texas Education Exchange who will share the value of Texas Education Exchange with their LEA peers.
  - Build and provide a proof of concept for the technical infrastructure that underlies Texas Education Exchange, to help prepare for a broader scale in 2023-24 (and beyond).
  - Build out our toolset for at least two education data use cases so that those use cases are ready for a broader scale in 2023-24 (and beyond).
  - Develop and test an approach to servicing LEAs to help us scale in 2023-24 and beyond, in ways that actively leverage each ESC’s existing support structures.

### **2. TERM OF AGREEMENT**

#### **2.1. Term.**

This Agreement shall be effective as of \_\_\_\_\_ (Effective Date”) and shall remain in effect through August 31, 2026, known hereinafter as the (“Term”).

#### **2.2. Termination.**

This Contract may be terminated prior to the expiration of the Term hereof as follows:

- a. Termination Upon Mutual Consent. This Agreement may be terminated immediately upon mutual written consent of the Parties.
- b. Termination Without Cause by Either Party. Either Party may terminate this Agreement without cause by giving the other Party not less than thirty (30) calendar days prior written notice of their intent to terminate. If District terminates the Agreement without cause, Region 4 shall return all monies paid by District to Region 4 for work that was not performed or authorized expenses that were not incurred prior to the termination date and provide District with an accounting of work performed prior to termination. If District terminates the Agreement without cause, Region 4 shall be entitled to all payments previously delivered by District regardless of whether Region 4 is able to perform its obligations due to termination.
- c. Force Majeure and Additional Termination Events
  1. Force Majeure: Neither District nor Region 4 shall be liable to the other for any delay in, or failure of performance, of any requirement included in this Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, pandemics, or other causes that are beyond the reasonable control of either party and that by the exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome, but force majeure events specifically exclude cyberattacks, intrusions, and incidents of unauthorized access. Each party must inform the other in writing, with proof of receipt, within five (5) working days of the existence of such force majeure, or otherwise waive this right as a defense. Region 4 shall use diligent efforts to end the failure or delay and ensure the effects of such force majeure event are minimized. In the event of a force majeure event, Region 4 will not increase its charges under this Agreement. If the delay or failure continues beyond fifteen (15) calendar days, District may terminate this Agreement in whole or in part with no further liability and will receive a refund of any prepaid fees unearned as of the time of termination.
  2. Additional Termination Events: Region 4 reserves the right in its sole discretion to immediately terminate this Agreement by written notice to District in the event that (1) Grant funding is canceled, diminished, or delayed, or (2) this Agreement or the activities contemplated herein are deemed impermissible or otherwise prohibited from occurring within the State of Texas, including through any actions by the Governor, Legislature, or Texas Education Agency. In any instance of termination under the terms of this Section, Region 4 shall be entitled to all payment previously delivered by District regardless of whether Region 4 is able to perform its obligations due to termination.

### **3. DUTIES AND RESPONSIBILITIES**

### **3.1. Region 4 ESC Duties and Responsibilities.**

Pursuant to this Agreement, Region 4 ESC will provide the following:

- A. An Ed-Fi ODS/API environment for the District.
- B. Onboarding support to utilize the Ed-Fi ODS/API environment.
- C. Access to a “beta” data warehouse with data sourced from the Ed-Fi ODS/API environment.
- D. Access to a set of “beta” dashboards powered by the “beta” data warehouse.
- E. Training and support to utilize the “beta” data warehouse and the “beta” dashboards.

### **3.2. District Duties and Responsibilities.**

Pursuant to this Agreement, District will provide the following:

- A. Active participation in Ed-Fi ODS/API onboarding.
- B. Active participation in user research interviews and activities about Texas Education Exchange tools and supports.

## **4. AGREEMENT AMOUNT AND COMPENSATION**

Region 4 agrees to provide Texas Education Exchange core platform services at no charge during the term of this agreement. Said Services from Region 4 are paid for from federal and state grant funding.

## **5. MISCELLANEOUS PROVISIONS**

### **5.1. Liability.**

No Party assumes liability for the duties and/or responsibilities under the control of the other Party or for the actions of the employees of the other Party.

### **5.2. Immunity as a Defense.**

Neither Party waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions or obligations described herein. Furthermore, nothing in this Agreement shall be construed to create a claim or cause of action against either Party for which it is not otherwise liable or to waive any immunity or defense to which either Party may be entitled, nor to create an impermissible deficiency debt of either Party.

### **5.3. Notices.**

Notices under this Agreement shall be in writing and delivered to the other Party at the following respective addresses:

**DISTRICT:** Frisco ISD  
5515 Ohio Dr  
Frisco, TX  
Phone: 75035  
Email:  
Attn:

**REGION 4 ESC :** Region 4 Education Service Center  
7145 West Tidwell  
Houston, Texas 77092-2096  
Phone: 713 744-8143  
Attn: Firmino Mariano, Director of The Texas Education Exchange  
Email: firmano.mariano@esc4.net

**5.4. Relationship.**

The relationship between the Parties is that of Independent Contractors; neither Party has the authority to bind the other in any manner. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between District and Region 4, or any employee or agent of Region 4. This Agreement shall not be interpreted or construed as creating or establishing the relationship of employer and employee between Region 4 and any employee or agent of District. This Agreement does not create a joint venture, business partnership or Agency relationship between the Parties.

**5.5. Jurisdiction/Venue.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and venue for all disputes arising under this Agreement shall lie in Harris County, Texas.

**5.6. Assignment.**

No party shall assign or otherwise transfer its interest in this Agreement without the express written permission of the other Party.

**5.7. Severability.**

If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect and this Agreement shall be liberally construed to carry out the intent of the Parties.

**5.8. Agreement.**

This Agreement represents the entire Agreement between the parties and may not be modified, terminated or discharged except in writing and signed by all Parties.

**5.9. Warranty.**

By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action to enter into and perform the terms of this Agreement.

**5.10. No Third Party Beneficiary.**

This Agreement inures to the benefit of and obligates only the parties executing it. No term or provision of this Agreement shall benefit or obligate any person or entity not a party to it. The parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release or other consideration under this Agreement.

**5.11. No Joint Venture.**

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers or any other similar such relationship between the parties hereto.

**5.12. Implied Waiver.**

The failure of either party hereto to insist, in any one or more instances, upon performance of any the terms, covenants, or conditions of this Agreement shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition by the other party hereto, but the obligation of such other party with respect to such future performance shall continue in full force and effect.

**5.13. Approvals or Consents.**

Whenever this Agreement requires or permits approvals or consents to be hereafter given by any party hereto, the parties agree that such approval or consent shall not be unreasonably withheld. Such approval or consent shall be given in writing and shall be effective without regard to whether given before the time required herein.

**5.14. Merger.**

This Agreement constitutes the entire agreement between the parties relative to the subject matter hereof. There have been and are no agreements, covenants, representations, or warranties between the parties as to the subject matter hereof other than those expressly stated or provided for herein.

**5.15. Cooperation.**

Each party hereby agrees that it will take all actions and execute all documents necessary to fully carry out the purposes and intent of this Agreement.

***[Signature Page to Follow]***

This Agreement has been executed in multiple originals, each having equal force and effect, on behalf of the parties as follows:

**REGION 4 EDUCATION SERVICE CENTER**

**Frisco ISD**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

Firmino Mariano  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Director of The Texas Education Exchange  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date