

INTERLOCAL AGREEMENT
Made by and between
Goose Creek CISD and
Region 4 Education Service Center (Region 4)

FOR
TEXAS EDUCATION EXCHANGE DATA INTEROPERABILITY AND PLATFORM SERVICES

This Interlocal Agreement for Texas Education Exchange services ("Agreement") is made by and between Goose Creek CISD ("District") and REGION 4 EDUCATION SERVICE CENTER ("Region 4"), (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 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 operational services through the Texas Education Exchange, a statewide collaborative initiative supporting secure education data interoperability, integration, analytics, and modernization for Texas local education agencies; and

WHEREAS, the Parties previously entered into an Interlocal Agreement for Texas Education Exchange Pilot Data Interoperability and Platform Services (the "Pilot Agreement") to enable District participation in the Texas Education Exchange (sometimes the "Exchange") and access related platform, interoperability, analytics, and support services, and the Parties now desire to enter into this Agreement to supersede and replace the Pilot Agreement and to extend District's access to the Exchange; and

WHEREAS, Region 4 is providing these educational or digital services ("Services") to District subject to the Standard Student Data Privacy Agreement which was entered into on _____ (the "Privacy 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 4 seek to collaborate by participating in the Exchange, a statewide education data interoperability and shared services initiative designed to support Texas local education agencies with modern, scalable, and secure data infrastructure.

The Exchange enables participating districts to improve educational data integration, interoperability, reporting, analytics, and operational efficiency through a common framework aligned with Texas and national interoperability standards, including Ed-Fi and Texas Education Agency modernization initiatives.

The Exchange is supported through collaboration among participating Education Service Centers and is intended to provide sustainable, scalable, and cost-effective services that support instructional, operational, and strategic decision-making for Texas school systems.

Services available through the Exchange may include:

- interoperable data infrastructure and APIs;
- operational data store and warehouse services;
- analytics and reporting tools;
- application integrations;
- data governance and modernization support;
- training and technical assistance;
- and additional platform capabilities adopted through Exchange governance processes.

Region 4 administers and operates Exchange services in coordination with and as the Fiscal Agent for the Texas Education Exchange Collaborative (the “Collaborative”), which Collaborative is made up of participating Texas educational service centers. District participation supports the continued advancement of statewide interoperability, innovation, and data modernization efforts benefiting Texas education agencies.

2. TERM OF AGREEMENT

2.1. Term.

This Agreement shall be effective as of the date of last signature on this Agreement (Effective Date”) and shall remain in effect through August 31, 2027, known hereinafter as the (“Term”). Thereafter, this Agreement shall automatically renew for successive one (1) year periods (each, a “Renewal Term,” and together with the Initial Term, the “Term”), unless either Party provides

written notice of its intent not to renew at least sixty (60) days prior to the expiration of the then-current 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 its intent to terminate. If District terminates the Agreement due to discontinuation of a core platform service, Region 4 shall return all monies paid by District to Region 4 for work related to the discontinued core platform service 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 a commercially reasonable time of such force majeure and shall use diligent efforts to end the failure or delay and ensure the effects of such force majeure event are minimized.
 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 payments 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 District access to Exchange services, including but not limited to:

- A. Ed-Fi aligned operational data store (ODS/API) services;
- B. Data integration, interoperability, and onboarding support;
- C. Data warehouse, analytics, visualization, and reporting services;
- D. Technical support, training, and implementation assistance;
- E. Access to approved Exchange applications, tools, and platform services; and
- F. Additional services, enhancements, or capabilities adopted through Exchange operational and governance processes.

3.2. District Duties and Responsibilities.

Pursuant to this Agreement, District will provide the following:

- A. Active participation in Ed-Fi ODS/API onboarding; and
- 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 additional charge beyond Exchange membership fees during the term of this Agreement, as the Services result from collaborative efforts by all regional centers to keep the Exchange-based offering free. This Agreement is subject to Exhibit A for Exchange Services and Pricing, which is incorporated by reference herein. Exhibit A outlines pricing for services outside of core platform services, referred to therein as Premium Offerings.

5. OWNERSHIP AND RIGHTS TO INTELLECTUAL PROPERTY

Region 4 grants to District a limited, non-exclusive, non-transferrable, non-sublicensable license to use the Exchange and associated intellectual property solely for the purposes of this Agreement. This Agreement and any license grants herein shall not be construed to convey any rights of ownership or any other license, right, title, or interest in the Exchange and associated intellectual property, except for the limited, non-exclusive licensing rights set forth herein. District shall not use or copy any materials in the Exchange except as expressly permitted in this Agreement or in the End User License Agreement for the Exchange, which is incorporated by reference herein. Region 4 retains the right, at its sole and complete discretion, to use, manufacture, publish, duplicate, license, and otherwise disseminate the Exchange or associated intellectual property without limitation and in any manner. Any entity that contributes content to the Exchange retains the right of ownership in its respective intellectual property.

6. MISCELLANEOUS PROVISIONS

6.1. 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.

6.2. 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.

6.3. Notices.

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

DISTRICT: Goose Creek CISD
4544 Interstate 10 E
Baytown, TX
Phone: 77521
Email:
Attn: Matthew Flood

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

6.4. 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.

6.5. 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.

6.6. Assignment.

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

6.7. 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.

6.8. 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.

6.9. 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.

6.10. 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.

6.11. 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 relationship between the parties hereto.

6.12. 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.

6.13. 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.

6.14. Merger.

This Agreement, together with all exhibits and other agreements incorporated herein, constitutes the entire agreement between the Parties with respect to the subject matter hereof. This Agreement in all things replaces and supersedes the Pilot Agreement between the Parties.

6.15. 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

Goose Creek CISD

Authorized Signature

Authorized Signature

Firmino Mariano

Matthew Flood

Printed Name

Printed Name



Director of The Texas Education Exchange

Assistant Superintendent of
Technology

Title

Title

Date

Date

EXHIBIT A

Exchange Services and Pricing

1. Core Infrastructure Services

Participation in the Exchange includes access to the Core Infrastructure Services funded through Exchange membership fees and other Exchange funding sources.

The Core Infrastructure Services currently include:

Data Infrastructure

- Exchange Data Warehouse
- Exchange Community
- Exchange identity, security, and interoperability services
- Shared data integration and exchange services
- Runway

Core Applications

- Leadership Analytics
- Rally
- Data Health Check
- Roster Relay
- Student Passport

Region 4 may enhance, replace, or modify Core Infrastructure Services from time to time to support Exchange operations and member needs, provided such changes do not materially reduce the overall value of participation.

2. Premium Offerings

In addition to Core Infrastructure Services, Districts may elect to purchase or participate in Premium Offerings available through the Exchange Product Catalog.

Premium Offerings may include:

- Exchange-developed applications;
- Third-party applications;

- Analytics solutions and dashboarding;
- Consulting services;
- Professional learning services;
- Implementation services; and
- Other products and services approved for inclusion in the Exchange ecosystem.

Current Premium Offerings are identified in the Exchange Product Catalog located at:

<https://txedexchange.net/product-catalog>

Products not identified as Core Infrastructure Services shall be considered Premium Offerings unless otherwise designated by Region 4.

3. Pricing

3.1 Core Infrastructure Pricing

Access to Core Infrastructure Services is included in Exchange membership and does not require separate product-level pricing unless expressly identified by Region 4.

3.2 Premium Offering Pricing

Pricing for Premium Offerings shall be established by the applicable product owner, vendor, Regional Education Service Center, or Region 4, as applicable.

Current pricing, participation requirements, and service descriptions shall be maintained separately from this Agreement and may be updated without requiring amendment to this Agreement.

4. Service Orders

Participation in certain Premium Offerings may require:

- A separate order form;
- Statement of Work;
- Participation agreement;
- Vendor agreement; or
- Other enrollment documentation.

Such documentation shall govern the applicable Premium Offering in addition to this Agreement.

5. Termination and Refunds

5.1 Core Infrastructure Services

Because Core Infrastructure Services support the shared Exchange ecosystem and are funded collectively, termination of membership shall not entitle any District to a refund of membership fees already paid unless otherwise approved by Region 4 or expressly required by law.

5.2 Premium Offerings

Refund eligibility for Premium Offerings shall be governed by the applicable service order, statement of work, vendor agreement, or product-specific terms.

If no product-specific refund terms exist:

- a. Services already delivered are non-refundable.
- b. Prepaid amounts attributable to undelivered services may be refunded on a prorated basis.
- c. Reasonable costs incurred prior to termination may be deducted from any refund.

5.3 Termination by Region 4

If Region 4 discontinues a Premium Offering before delivery of prepaid services, Region 4 shall provide a prorated refund for services not provided unless otherwise stated in the applicable product terms.

6. Order of Precedence

In the event of a conflict between this Exhibit and a Premium Offering service order or statement of work, the Premium Offering service order or statement of work shall control with respect to that Premium Offering.