

STANDARD STUDENT DATA PRIVACY AGREEMENT

TX-NDPA v1r6

Cypress-Fairbanks ISD

and

Region 4 Education Service Center

**STANDARD STUDENT DATA PRIVACY
AGREEMENT**TX-NDP
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This Student Data Privacy Agreement (“**DPA**”) is entered into on the date of full execution (the “**Effective Date**”) and is entered into by and between:

Cypress-Fairbanks ISD located at **10300 Jones Rd Houston, TX 77065** (the “**Local Education Agency**” or “**LEA**”)

and

Region 4 Education Service Center, located at 7145 W. Tidwell Road, Houston, TX 77092 (the “**Provider**”).

WHEREAS, the Provider is providing educational or digital services (“**Services**”) to LEA pursuant to the following agreement: Interlocal Agreement for Beta Exchange Services, which was entered into on 4/3/2024 (the “**Service Agreement**”; and

WHEREAS, in order to provide the Services described in the Service Agreement, the Provider may receive or create and the LEA may provide documents or data that are covered by federal and state privacy laws; and

WHEREAS, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act (“**FERPA**”) at 20 U.S.C. § 1232g (34 CFR Part 99); the Children’s Online Privacy Protection Act (“**COPPA**”) at 15 U.S.C. § 6501-6506 (16 CFR Part 312), applicable state privacy laws and regulations, including Texas Education Code Chapter 32, and

WHEREAS, the Provider and LEA desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

NOW, THEREFORE, for good and valuable consideration, LEA and Provider agree as follows:

1. A description of the Services to be provided, the categories of Student Data that may be provided by LEA to Provider, and other information specific to this DPA are contained in the Standard Clauses hereto.

2. Special Provisions. Check if Required

- If checked, the Supplemental State Terms and attached hereto as **Exhibit “G”** are hereby incorporated by reference into this DPA in their entirety.
- If checked, LEA and Provider agree to the additional terms or modifications set forth in **Exhibit “H”. (Optional)**
- If Checked, the Provider, has signed **Exhibit “E”** to the Standard Clauses, otherwise known as General Offer of Privacy Terms

3. In the event of a conflict between the SDPC Standard Clauses, the State or Special Provisions will control. In the event there is conflict between the terms of the DPA and any other writing, including, but not limited to the Service Agreement and Provider Terms of Service or Privacy Policy the terms of this DPA shall control.

4. This DPA shall stay in effect for three (3) years. **Exhibit “E”** will expire three (3) years from the date the original DPA was signed.

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- 5. The services to be provided by Provider to LEA pursuant to this DPA are detailed in **Exhibit "A"** (the "**Services**").
- 6. **Notices.** All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission or first-class mail sent to the designated representatives below.


The designated representative for the LEA for this DPA is:

Name: Karen Smith Title: Chief Financial Officer
 Address: 10300 Jones Rd Houston, TX 77065
 Phone: 281-897-4000 Email: Karen.Smith1@cfisd.net

The designated representative for the Provider for this DPA is:

Name: Jeff Kohrman Title: Chief Technology Officer
 Address: 7145 W. Tidwell Rd, Houston, TX 77092
 Phone: 713-744-8179 Email: jeff.kohrman@esc4.net@esc4.net

IN WITNESS WHEREOF, LEA and Provider execute this DPA as of the Effective Date.

LEA: DocuSigned by:
 By:  Date: 4/5/2024
0FED48512BB3439...

Printed Name: Karen Smith Title/Position: Chief Financial Officer

Provider: DocuSigned by:
 By:  Date: 4/8/2024
4E726B48779C4D3

Printed Name: Jeff Kohrman Title/Position: Chief Technology Officer

STANDARD CLAUSES

Version 1.0

ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect certain data related to the LEA' students ("Student Data") including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. The services to be provided by Provider to LEA pursuant to this DPA are detailed in **Exhibit "A"** (the "Services"). In performing the Services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. Provider shall be under the direct control and supervision of the LEA, with respect to its use of Student Data
2. **Student Data to Be Provided.** In order to perform the Services described above, LEA shall provide Student Data as identified in the Schedule of Data, attached hereto as **Exhibit "B"**.
3. **DPA Definitions.** The definition of terms used in this DPA is found in **Exhibit "C"**. In the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to the Service Agreement, Terms of Service, Privacy Policies etc.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA.** All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEA as it pertains to the use of Student Data, notwithstanding the above.
2. **Parent Access.** To the extent required by law the LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Student Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner (and no later than forty five (45) days from the date of the request or pursuant to the time frame required under state law for an LEA to respond to a parent or student, whichever is sooner) to the LEA's request for Student Data in a student's records held by the Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.

3. **Separate Account**. If Student-Generated Content is stored or maintained by the Provider, Provider shall, at the request of the LEA, transfer, or provide a mechanism for the LEA to transfer, said Student-Generated Content to a separate account created by the student.
4. **Third Party Requests**. Should a Third Party, including law enforcement or other government entities (“Requesting Party(ies)”) contact Provider with a request for Student Data held by the Provider pursuant to the Services, the Provider shall notify the LEA in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the LEA of the request.
5. **Subprocessors**. All Subprocessors used by Provider to perform functions pursuant to the Service Agreement will be identified and disclosed in writing to the LEA. Provider shall enter into written agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this DPA. Provider agrees to periodically conduct or review compliance monitoring and assessment of Subprocessors to determine their compliance with this DPA. Subprocessors shall agree to the provisions of the DPA regarding governing law, venue, and jurisdiction.

ARTICLE III: DUTIES OF LEA

1. **Provide Data in Compliance with Applicable Laws**. LEA shall provide Student Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time, including FERPA, COPPA, PPRA, Texas Education Code Chapter 32, Texas Government Code Chapter 560, and all applicable privacy statutes quoted in this Service Agreement. The LEA shall not be required to provide Data in violation of applicable laws. Provider may not require LEA or users to waive rights under applicable laws in connection with use of the Services **Annual Notification of Rights**. If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its annual notification of rights.
2. **Reasonable Precautions**. LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted Student Data.
3. **Unauthorized Access Notification**. LEA shall notify Provider promptly of any known unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance**. Provider may receive Personally Identifiable Information (“PII”) from the LEA in the course of fulfilling its duties and obligations under the Service Agreement. The Provider shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security, including FERPA, COPPA, PPRA, Texas Education Code Chapter 32, and all other Texas privacy statutes, all as may be amended from time to time.
2. **Authorized Use**. The Student Data shared pursuant to the Service Agreement, including

persistent unique identifiers, shall be used for no purpose other than the Services outlined in **Exhibit "A"** or stated in the Service Agreement and/or otherwise authorized under the statutes referred to herein this DPA.

3. **Provider Employee Obligation.** Provider shall require all of Provider's employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the Student Data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the Service Agreement.
4. **No Disclosure.** Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non-public information and/or personally identifiable information contained in the Student Data other than as directed or permitted by the LEA or this DPA. This prohibition against disclosure shall not apply to aggregate summaries of De-Identified information, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to Subprocessors performing services on behalf of the Provider pursuant to this DPA. Provider will not Sell Student Data to any third party.
5. **De-Identified Data:** Provider agrees not to attempt to re-identify De-Identified Student Data. De-Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer de-identified Student Data to any party unless
 - (a) that party agrees in writing not to attempt re-identification, and
 - (b) prior written notice has been given to the LEA who has provided prior written consent for such transfer. Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which De-Identified Data is presented.
6. **Disposition of Data.** Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data after providing the LEA with reasonable prior notice. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to section II 3. The LEA may employ a "**Directive for Disposition of Data**" form, a copy of which is attached hereto as **Exhibit "D"**. If the LEA and Provider employ **Exhibit "D"**, no further written request or notice is required on the part of either party prior to the disposition of Student Data described in **Exhibit "D"**.
7. **Advertising Limitations.** Provider is prohibited from using, disclosing, or selling Student Data to
 - (a) market or advertise to students or families/guardians;
 - (b) inform, influence, or enable Targeted Advertising;
 - or (c) develop a profile of a student, family member/guardian or group, for

any commercial purpose other than providing the Service to LEA; or (d) use the Data for the development of commercial products or services, other than as necessary to provide the Services to the LEA. Notwithstanding the foregoing, this section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits.

8. **Access to Data.** Operator, as applicable, shall make Data in the possession of the Provider available to the LEA within a reasonable time period of a request by the LEA.

ARTICLE V: DATA PROVISIONS

1. **Data Storage.** Where required by applicable law, Student Data shall be stored within the United States. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored.
2. **Audits.** No more than once a year, or following unauthorized access, upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA. The Provider will cooperate reasonably with the LEA and any local, state, or federal agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider's facilities, staff, agents and LEA's Student Data and all records pertaining to the Provider, LEA and delivery of Services to the LEA. Failure to reasonably cooperate shall be deemed a material breach of the DPA.
3. **Data Security.** The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. The provider shall implement an adequate Cybersecurity Framework based on one of the nationally recognized standards set forth in **Exhibit "F"**. Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be detailed in an attachment to **Exhibit "H"**. Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in **Exhibit "F"**. Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.
4. **Data Breach.** In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider the Provider shall provide notification to LEA within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider shall follow the following process:
 - (1) The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:

- i. The name and contact information of the reporting LEA subject to this section.
 - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and
 - iv. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
- (2) Provider agrees to adhere to all federal and state requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
 - (3) Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a summary of said written incident response plan.
 - (4) LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians.
 - (5) In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

ARTICLE VI: GENERAL OFFER OF TERMS

Provider may, by signing the attached form of "General Offer of Privacy Terms" (General Offer, attached hereto as **Exhibit "E"**), be bound by the terms of **Exhibit "E"** to any other LEA who signs the acceptance on said Exhibit. The form is limited by the terms and conditions described therein.

ARTICLE VII: MISCELLANEOUS

1. **Termination.** In the event that either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. Either party may terminate this DPA and any service agreement or contract if the other party breaches any terms of this DPA.
2. **Effect of Termination Survival.** If the Service Agreement is terminated, the Provider shall destroy all of LEA's Student Data pursuant to Article IV, section 6.
3. **Priority of Agreements.** This DPA shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, license

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agreement, or writing, the terms of this DPA shall apply and take precedence. In the event of a conflict between

Exhibit “H”, the SDPC Standard Clauses, and/or the Supplemental State Terms, **Exhibit “H”** will control, followed by the Supplemental State Terms. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.

4. **Entire Agreement.** This DPA and the Service Agreement constitute the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the Parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.
5. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
6. **Governing Law; Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY OF THE LEA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.
7. **Successors Bound:** This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business. In the event that the Provider sells, merges, or otherwise disposes of its business to a successor during the term of this DPA, the Provider shall provide written notice to the LEA no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the DPA and any obligations with respect to Student Data within the Service Agreement. The LEA has the authority to terminate the DPA if it disapproves of the successor to whom the Provider is selling, merging, or otherwise disposing of its business.
8. **Authority.** Each party represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof.

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9. **Waiver.** No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

EXHIBIT "A"**DESCRIPTION OF SERVICES**

The purpose of the agreement is to enable the parties to collaborate on 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, 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 made 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 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 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.

The data for the beta year and thereafter will primarily be sourced using Ed-Fi from the SIS, from assessment data sources (e.g., state assessments, local assessments) and from learning management system, and will correspond to the following resources in Ed-Fi:

academicWeeks
accounts
accountCodes
accountabilityRatings
actuals
assessments
assessmentItems
assessmentScoreRangeLearningStandards

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bellSchedules
budgets
calendars
calendarDates
classPeriods
cohorts
communityOrganizations
communityProviders
communityProviderLicenses
competencyObjectives
contractedStaffs
courses
courseOfferings
courseTranscripts
credentials
disciplineActions
disciplineIncidents
educationContents
educationOrganizationInterventionPrescriptionAssociation
s educationOrganizationNetworks
educationOrganizationNetworkAssociations
educationOrganizationPeerAssociations
educationServiceCenters
feederSchoolAssociations
grades
gradebookEntries
gradingPeriods
graduationPlans
interventions
interventionPrescriptions
interventionStudies
learningObjectives
learningStandards
learningStandardEquivalenceAssociations
localEducationAgencies
locations
objectiveAssessments
openStaffPositions
organizationDepartments
parents
payroll
s
people
postSecondaryEvents
postSecondaryInstitutions
programs
reportCards
restraintEvents
schools

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schoolYearTypes
sections
sectionAttendanceTakenEvents
sessions
staffs
staffAbsenceEvents
staffCohortAssociations
staffDisciplineIncidentAssociations
staffEducationOrganizationAssignmentAssociations
staffEducationOrganizationContactAssociations
staffEducationOrganizationEmploymentAssociations
staffLeaves
staffProgramAssociations
staffSchoolAssociations
staffSectionAssociations
stateEducationAgencies
students
studentAcademicRecords
studentAssessments
studentCTEProgramAssociations
studentCohortAssociations
studentCompetencyObjectives
studentDisciplineIncidentAssociations
studentDisciplineIncidentBehaviorAssociations
studentDisciplineIncidentNonOffenderAssociations
studentEducationOrganizationAssociations
studentEducationOrganizationResponsibilityAssociations
studentGradebookEntries
studentHomelessProgramAssociations
studentInterventionAssociations
studentInterventionAttendanceEvents
studentLanguageInstructionProgramAssociations
studentLearningObjectives
studentMigrantEducationProgramAssociations
studentNeglectedOrDelinquentProgramAssociations
studentParentAssociations
studentProgramAssociations
studentProgramAttendanceEvents
studentSchoolAssociations
studentSchoolAttendanceEvents
studentSchoolFoodServiceProgramAssociations
studentSectionAssociations
studentSectionAttendanceEvents
studentSpecialEducationProgramAssociations
studentTitleIPartAProgramAssociations
surveys
surveyCourseAssociations
surveyProgramAssociations

surveyQuestions
surveyQuestionResponses
surveyResponses
surveyResponseEducationOrganizationTargetAssociations
surveyResponseStaffTargetAssociations
surveySections
surveySectionAssociations
surveySectionResponses
surveySectionResponseEducationOrganizationTargetAssociations
surveySectionResponseStaffTargetAssociations

Texas Custom Resources

actualExt
asOfStatusALeavers
basicReportingPeriodAttendance
bilingualESLProgramReportingPeriodAttendance
budgetExt
contractedInstructionalStaffFTEExt
cteProgramReportingPeriodAttendance
extendedSchoolYearServicesAttendance
flexibleBilingualESLProgramReportingPeriodAttendance
flexibleCTEProgramReportingPeriodAttendance
flexibleRegularProgramReportingPeriodAttendance
payrollExt
restraintEventExtension
ssaOrgAssociationExt
sharedServiceArrangementExt
specialEducationProgramReportingPeriodAttendance
specialProgramsReportingPeriodAttendance
studentApplication
studentAttendanceTakenEvent
studentSpecialEducationProgramEligibilityAssociation

EXHIBIT "B"
SCHEDULE OF DATA

Category of Data	Elements	Check if Used by Your System
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	<input checked="" type="checkbox"/>
	Other application technology meta data-Please specify:	<input type="checkbox"/>
Application Use Statistics	Meta data on user interaction with application	
Assessment	Standardized test scores	<input checked="" type="checkbox"/> <input type="checkbox"/>
	Observation data	<input checked="" type="checkbox"/>
	Other assessment data-Please specify: Interim assessments Benchmark assessments District assessments	<input checked="" type="checkbox"/>
Attendance	Student school (daily) attendance data	<input checked="" type="checkbox"/> <input type="checkbox"/>
	Student class attendance data	<input checked="" type="checkbox"/>
Communications	Online communications captured (emails, blog entries)	<input type="checkbox"/>
Conduct	Conduct or behavioral data	<input checked="" type="checkbox"/>
Demographics	Date of Birth	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
	Place of Birth	<input checked="" type="checkbox"/>
	Gender	<input checked="" type="checkbox"/>

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	Ethnicity or race	✓
	Language information (native, or primary language spoken by student)	<input checked="" type="checkbox"/>

Category of Data	Elements	Check if Used by Your System
	Other demographic information-Please specify: Information provided from the district through EdFi in alignment with TSDS requirements	<input checked="" type="checkbox"/>
Enrollment	Student school enrollment	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
	Student grade level	✓
	Homeroom	✓
	Guidance counselor	✓
	Specific curriculum programs	✓
	Year of graduation	✓
	Other enrollment information-Please specify: Enrollment information provided from the district through EdFi in alignment with TSDS requirements	<input checked="" type="checkbox"/>
Parent/Guardian Contact Information	Address	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
	Email	✓
	Phone	✓
Parent/Guardian ID	Parent ID number (created to link parents to students)	<input checked="" type="checkbox"/> <input type="checkbox"/>

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Parent/Guardian Name	First and/or Last	<input checked="" type="checkbox"/>
Schedule	Student scheduled courses	<input checked="" type="checkbox"/>
	Teacher names	<input type="checkbox"/>
Special Indicator	English language learner information	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
	Low income status	<input checked="" type="checkbox"/>
	Medical alerts/ health data	<input checked="" type="checkbox"/>

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Category of Data	Elements	Check if Used by Your System
	Student disability information	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
	Specialized education services (IEP or 504)	✓
	Living situations (homeless/foster care)	✓
	Other indicator information-Please specify: Information provided from the district through EdFi in alignment with TSDS requirements	<input checked="" type="checkbox"/>
Student Contact Information	Address	<input checked="" type="checkbox"/> <input type="checkbox"/>
	Email	✓
	Phone	<input checked="" type="checkbox"/>
Student Identifiers	Local (School district) ID number	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
	State ID number	✓
	Provider/App assigned student ID number	✓
	Student app username	<input checked="" type="checkbox"/> <input type="checkbox"/>
	Student app passwords	✓
Student Name	First and/or Last	<input checked="" type="checkbox"/>
Student In App Performance	Program/application performance (typing program- student types 60 wpm, reading program-student reads below grade level)	<input checked="" type="checkbox"/>

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Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	<input checked="" type="checkbox"/>
Student Survey Responses	Student responses to surveys or questionnaires	<input checked="" type="checkbox"/>
Student work	Student generated content; writing, pictures, etc.	<input checked="" type="checkbox"/>

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Category of Data	Elements	Check if Used by Your System
	Other student work data -Please specify: Although unlikely, LEAs may transmit additional student work from local source systems	<input checked="" type="checkbox"/>
Transcript	Student course grades	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
	Student course data	✓
	Student course grades/ performance scores	✓
	Other transcript data - Please specify:	<input type="checkbox"/>
Transportation	Student bus assignment	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
	Student pick up and/or drop off location	✓
	Student bus card ID number	✓
	Other transportation data – Please specify: LEAs may choose to send additional transportation information	<input checked="" type="checkbox"/>
Other	Please list each additional data element used, stored, or collected by your application:	<input type="checkbox"/>

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None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	<input type="checkbox"/>
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EXHIBIT "C"**DEFINITION****S**

De-Identified Data and De-Identification: Records and information are considered to be De-Identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual, including, but not limited to, any information that, alone or in combination is linkable to a specific student and provided that the educational agency, or other party, has made a reasonable determination that a student's identity is not personally identifiable, taking into account reasonable available information.

Educational Records: Educational Records are records, files, documents, and other materials directly related to a student and maintained by the school or local education agency, or by a person acting for such school or local education agency, including but not limited to, records encompassing all the material kept in the student's cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs.

Metadata: means information that provides meaning and context to other data being collected; including, but not limited to: date and time records and purpose of creation Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information.

Operator: means the operator of an internet website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used for K–12 school purposes. Any entity that operates an internet website, online service, online application, or mobile application that has entered into a signed, written agreement with an LEA to provide a service to that LEA shall be considered an "operator" for the purposes of this section.

Originating LEA: An LEA who originally executes the DPA in its entirety with the Provider.

Personally Identifiable Information (PII). The terms "Personally Identifiable Information" or "PII" shall include, but are not limited to, Data, metadata, and user or pupil-generated content obtained by reason of the use of Operator's software, website, service, or app, including mobile apps, whether gathered by Operator or provided by LEA or its users, students, or students' parents/guardians. PII includes Indirect Identifiers, which is any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty. For purposes of this DPA, Personally Identifiable Information shall include the categories of information listed in the definition of Data.

Provider: For purposes of the DPA, the term "Provider" means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Student Data. Within the DPA the term "Provider" includes the term "Third Party" and the term "Operator" as used in applicable state statutes.

Student Generated Content: The term "Student-Generated Content" means materials or content created by a student in the services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content.

School Official: For the purposes of this DPA and pursuant to 34 CFR § 99.31(b), a School Official is a

contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of Student Data including Education Records; and (3) Is subject to 34 CFR § 99.33(a) governing the use and re-disclosure of Personally Identifiable Information from Education Records.

Service Agreement: Refers to the Contract, Purchase Order or Terms of Service or Terms of Use.

Student Data: Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents' names, or any other information or identification number that would provide information about a specific student. Student Data includes Meta Data. Student Data further includes "Personally Identifiable Information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute Education Records for the purposes of this DPA, and for the purposes of federal, state, and local laws and regulations. Student Data as specified in **Exhibit "B"** is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or De-Identified, or anonymous usage data regarding a student's use of Provider's services.

Subprocessor: For the purposes of this DPA, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its service, and who has access to Student Data.

Subscribing LEA: An LEA that was not party to the original Service Agreement and who accepts the Provider's General Offer of Privacy Terms.

Targeted Advertising: means presenting an advertisement to a student where the selection of the advertisement is based on student information, student records, or student generated content or inferred over time from the usage of the operator's Internet web site, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements.

EXHIBIT "D"

DIRECTIVE FOR DISPOSITION OF DATA

Provider to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition

Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

[]

Disposition is Complete. Disposition extends to all categories of data.

2. Nature of Disposition

Disposition shall be by destruction or deletion of data.

Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

[]

3. Schedule of Disposition

Data shall be disposed of by the following date:

As soon as commercially

practicable. By []

4. Signature

Authorized Representative of LEA

Date

5. Verification of Disposition of Data

Authorized Representative of Provider

Date

EXHIBIT "E"
GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider, offers the same privacy protections found in this DPA between it and which is dated 4/3/2024, to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statues; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed Exhibit "E" to Provider at the following email address: jerry.lashley@esc4.net

Education Service Center, Region 4

BY: Jeff Kohrman Date: 4/8/2024

Printed Name: Jeff Kohrman

Title/Position: Chief Technology Officer

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between Cypress-Fairbanks ISD and the Provider. **PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. **

BY: KAREN SMITH Date: 4/5/2024

Printed Name: Karen Smith

Title/Position: Chief Financial Officer

SCHOOL DISTRICT NAME: Cypress-Fairbanks ISD

DESIGNATED REPRESENTATIVE OF LEA:

Printed Name: Karen Smith

Title/Position: Chief Financial Officer

Address: 10300 Jones Rd Houston, TX 77065

Telephone Number: 281-897-4000

Email: Karen.Smith1@cfisd.net

EXHIBIT "F"**DATA SECURITY REQUIREMENTS****Adequate Cybersecurity****Frameworks 2/24/2020**

The Education Security and Privacy Exchange ("Edspex") works in partnership with the Student Data Privacy Consortium and industry leaders to maintain a list of known and credible cybersecurity frameworks which can protect digital learning ecosystems chosen based on a set of guiding cybersecurity principles* ("Cybersecurity Frameworks") that may be utilized by Provider .

Cybersecurity Frameworks

	MAINTAINING ORGANIZATION/GROUP	FRAMEWORK(S)
<input type="checkbox"/>	National Institute of Standards and Technology (NIST)	NIST Cybersecurity Framework Version 1.1
<input type="checkbox"/>	National Institute of Standards and Technology (NIST)	NIST SP 800-53, Cybersecurity Framework for Improving Critical Infrastructure Cybersecurity (CSF), Special Publication 800-171
<input type="checkbox"/>	International Standards Organization (ISO)	Information technology — Security techniques — Information security management systems (ISO 27000 series)
<input type="checkbox"/>	Secure Controls Framework Council, LLC	Security Controls Framework (SCF)
<input type="checkbox"/>	Center for Internet Security (CIS)	CIS Critical Security Controls (CSC, CIS Top 20)
<input type="checkbox"/>	Office of the Under Secretary of Defense for Acquisition and Sustainment (OUSD(A&S))	Cybersecurity Maturity Model Certification (CMMC, ~FAR/DFAR)

Please visit <http://www.edspex.org> for further details about the noted frameworks.

*Cybersecurity Principles used to choose the Cybersecurity Frameworks are located here

EXHIBIT "G"**Supplemental SDPC State Terms for Texas**
Version 1.0

This **Exhibit "G"**, Supplemental SDPC State Terms for Texas ("Supplemental State Terms"), effective simultaneously with the attached Student Data Privacy Agreement ("DPA") by and between Region 4 ESC (the "Local Education Agency" or "LEA") and Cypress-Fairbanks ISD (the "Provider"), is incorporated in the attached DPA and amends the DPA (and all supplemental terms and conditions and policies applicable to the DPA) as follows:

1. **Covered Data.** All instances of "Student Data" should be replaced with "LEA Data". The protections provided within this DPA extend to all data provided to or collected by the Provider.
2. **Compliance with Texas Privacy Laws and Regulations.** In performing their respective obligations under the Agreement, the LEA and the Provider shall comply with all Texas laws and regulations pertaining to LEA data privacy and confidentiality, including but not limited to the Texas Education Code Chapter 32, and Texas Government Code Chapter 560.
3. **Modification to Article III, Section 2 of the DPA.** Article III, Section 2 of the DPA (Annual Notification of Rights.) is amended as follows:

Annual Notification of Rights. If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its annual notification of rights.

Consider Provider as School Official. The Parties agree that Provider is a "school official" under FERPA and has a legitimate educational interest in personally identifiable information from education records received from the LEA pursuant to the DPA. For purposes of the Service Agreement and this DPA, Provider: (1) provides a service or function for which the LEA would otherwise use employees; (2) is under the direct control of the LEA 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 the education records received from the LEA.

4. **Modification to Article V, Section 4 of the DPA.** Article V, Section 4 of the DPA (Data Breach.) is amended with the following additions: (6) For purposes of defining an unauthorized disclosure or security breach, this definition specifically includes meanings assigned by Texas law, including applicable provisions in the Texas Education Code and Texas Business and Commerce Code. (7) The LEA may immediately terminate the Service Agreement if the LEA determines the Provider has breached a material term of this DPA. (8) The Provider's obligations shall survive termination of this DPA and Service Agreement until all Data has been returned and/or Securely Destroyed.
5. **Modification to Article VII, Section 4 of the DPA.** Article VI, Section 4 of the DPA (Annual Notification of Rights.) is amended as follows:

Entire Agreement. This DPA and the Service Agreement constitute the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the Parties relating thereto. This DPA may

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be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

6. **Reimbursement of Expenses Associated with Security Breach.** In the event of a Security Breach that is attributable to the Provider, the Provider shall reimburse and indemnify the LEA for any and all costs and expenses that the LEA incurs in investigating and remediating the Security Breach, including but not limited to costs and expenses associated with:
 - a. Providing notification to the employees or parents of those students whose LEA Data was compromised and regulatory agencies or other entities as required by law or contract;
 - b. Providing credit monitoring to those employees or students whose LEA Data was exposed in a manner during the Security Breach that a reasonable person would believe may impact the employee's or student's credit or financial security;
 - c. Legal fees, audit costs, fines, and any other fees or damages imposed against the LEA as a result of the security breach; and
 - d. Providing any other notifications or fulfilling any other requirements adopted by the Texas State Board of Education, Texas Education Agency, or under other State or federal laws.
7. **No Exhibit E without unaltered DPA including Texas Addendum.** Any alterations are only allowed in **Exhibit "H"**. Any terms under **Exhibit "H"** do not apply to **Exhibit "E"** and render **Exhibit "E"** null and void.

EXHIBIT "H"

Additional Terms or Modifications

Version

LEA and Provider agree to the following additional terms and modifications:

1. The language contained in Article IV Section 6 shall be struck and replaced with the following language:

Student Data is to be destroyed within 1 year after it is no longer needed to perform the institutional functions described in Exhibit A, upon the LEAs request or upon termination of this agreement, whichever occurs first or unless otherwise agreed to in writing by the Parties. Provider shall provide written verification of the data destruction to the LEA within 45 days after the data is destroyed.

2. Subprocessors

The provider contracts with the following vendors, who have also agreed to the terms in this agreement. The vendors are the following:

- Education Analytics
- Data Society
- EdWire
- Crocus
- iSphere
- Collaborative Communications
- Cricket Design Works
- Slalom
- Resultant
- Clear Launch

INTERLOCAL AGREEMENT
Made by and between
Cypress-Fairbanks ISD and Region 4 Education
Service Center (Region 4 ESC)

FOR
TEXAS EDUCATION EXCHANGE PILOT SERVICES

This Interlocal Agreement for Texas Education Exchange Pilot services ("Agreement") is made by and between Cypress-Fairbanks 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 4/5/2024 (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 4/5/2024 (Effective Date”) and shall remain in effect through August 31, 2024, known hereinafter as the (“Term”). This Agreement shall continue unchanged unless terminated as outlined below. This Agreement may automatically renew for a period of twelve (12) months and terminate on August 31, 2025.

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.
- 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.

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:

DISTRICIT: Cypress-Fairbanks ISD
10300 Jones Road
Houston, Texas 77065
Phone: 281-897-4000
Attn: Karen Smith
Email: Karen.Smith1@cfisd.net

REGION 4 ESC: Region 4 Education Service Center
7145 West Tidwell
Houston, Texas 77092-2096
Phone: 713 744-8143
Attn: Jerry Lashley, Director, Texas Education Exchange
Email: jerry.lashley@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

DocuSigned by:

4E726B48779C4D3

Authorized Signature

Jeff Kohrman
Printed Name

CTO, Technical Services
Title

4/8/2024
Date

CYPRESS-FAIRBANKS ISD

DocuSigned by:

0F5ED18542BB3439...

Authorized Signature

Karen Smith
Printed Name

Chief Financial Officer
Title

4/5/2024
Date