

STATE OF TEXAS §
COUNTY OF TRAVIS §

Division Number: 215	Program Name: IHE Restorative Discipline Project
Org. Code: 711P	Legal/Funding Authority: TGC 771
Speed Chart: 7P530	IDEA Improvement Act of 2004, PL 108-446, Part B, Section 619.
The University of Texas at Austin, the	
Payee Institute for Restorative Justice and	
Name: Restorative Dialogue	ISAS Contract #: 3628
Payee ID: 3721721721	PO #: 36054

UT OSP 201602614

INTERAGENCY CONTRACT

Section 1.0 AGENCIES AND AUTHORITY:

This Interagency Contract (IAC) is entered into by and between the *Texas Education Agency* (TEA) (Receiving Agency) and *The University of Texas at Austin, the Institute for Restorative Justice and Restorative Dialogue* (Performing Agency) pursuant to the authority granted and in compliance with the provisions of the Interagency Cooperation Act, Chapter 771, of the Texas Government Code which enables state agencies to contract with other state agencies for governmental functions and services.

Section 2.0 STATEMENT OF SERVICES TO BE PERFORMED:

Performing Agency will conduct Administrator Training, and Restorative Discipline (RD) Coordinator Training in the ten Education Service Centers (ESC) regions that have not yet received training. The ten proposed trainings (one administrator training and one RD coordinator training in each of the ten ESCs selected) will provide a solid foundation for schools in Texas. The proposed strategy will provide each ESC with a capacity-building cadre of schools equipped with RD coordinators that can serve as exemplars for the districts and campuses within the remaining 10 regions. Additionally the Institute will work collaboratively with ESC 4 (Texas Behavior Support Network - Positive Behavior Interventions and Supports [PBIS]), and piggyback training efforts with existing methods of training and technical assistance delivery to districts and campuses.

Appendix One, Statement of Work, attached hereto, is hereby incorporated by reference and made, therefore, a part of this IAC.

Section 3.0 TERM OF CONTRACT:

This IAC is to begin **09/01/2016** and shall terminate on **08/31/2018**. TEA, at its own discretion, may renew the contract awarded under the same or different terms subject to appropriation of funds by the Texas Legislature for this project for two additional fiscal years. If renewed, the first renewal will be from 09/01/2019 to 8/31/2020, and the second renewal from 09/01/2020 to 8/31/2021.

Section 4.0 AMOUNT:

The total amount of this IAC is **\$732,650.00** for the term of the IAC. Appendix Two, Budget, attached hereto, is hereby incorporated by reference and made, therefore, a part of this IAC.

Section 5.0 PAYMENT FOR SERVICES:

TEA shall pay Performing Agency according to the accepted cost proposal to provide the services and/or resources described in this IAC. TEA shall pay for services received from the appropriation item or account from which the TEA would ordinarily make expenditures for similar services or resources. Payments received by the Performing Agency shall be credited to its current appropriation item(s) or account(s) from which the expenditure for the services or resources were made.

Performing Agency shall bill the TEA monthly for services rendered in accordance with the provisions of the IAC. Performing Agency may submit invoices electronically to the following email address: TEAAccountsPayable@tea.texas.gov or the Performing Agency can direct invoices to:

Texas Education Agency
Attn: Accounting Department
1701 N. Congress Avenue, Suite 2-125
Austin, Texas 78701-1494

Purchases of food are generally prohibited and must be preapproved by the TEA Project Manager. Food purchases must be in accordance with Federal Regulations, Title 2, Subtitle A, Chapter II, Part 200, Subpart E, §200.432. Purchases must be necessary and reasonable for the successful performance of the Contract. This applies to both federal and state funded contracts. Website to view the regulations: http://www.ecfr.gov/cgi-bin/text-idx?SID=f61b41b94d57ed256eb46811a14d243d&mc=true&node=se2.1.200_1432&rgn=div8

TEA and the performing agency shall follow the Texas Comptroller of Public Accounts travel guidelines not to exceed the maximum allowable rates for reimbursement of meal and lodging expenditures adopted by the State of Texas. The Comptroller's website for travel rules and regulations is: [texttravel: https://fmx.cpa.state.tx.us/fmx/travel/texttravel/index.php](https://fmx.cpa.state.tx.us/fmx/travel/texttravel/index.php). Receipts must be made available for programmatic or financial audit, by TEA and by others authorized by law or regulation to make such an audit, for a period of not less than seven (7) years.

Section 6.0 CONTRACT MANAGEMENT:

6.1 Notices: Any notice relating to this IAC, which is required or permitted to be given under this IAC by one Agency to the other Agency shall be in writing and shall be addressed to the Receiving Agency at the email address specified below.

6.2 Points of Contact: Agencies shall direct all correspondence and notices related to the contract to:

TEA (Receiving Agency)	University of Texas at Austin (Performing Agency)
Dr. Gaye Lang	Dr. Marilyn Armour
Project Director	Project Director
Gaye.Lang@tea.texas.gov	marmour@utexas.edu
Texas Education Agency	University of Texas at Austin
1701 N. Congress Avenue,	
Austin, Texas 78701-1494	

Section 7.0 CONTRACT AMENDMENT:

Any modifications, additions, or deletions, to the terms and conditions of this IAC, including the allocation of additional funds to the current list of proposed activities, or any extensions of the IAC shall be processed through a written amendment and executed by both Agencies.

Section 8.0 ENTIRE CONTRACT:

This contract together with the documents mentioned herein and which are incorporated herein by this reference, contains the entire agreement between the Agencies relating to the rights granted and the obligations assumed in it. Any oral representations or modifications concerning this contract shall be of no force or effect unless contained in a subsequent amendment executed by both Agencies.

8.1 Appendixes:

- 8.1.1 Appendix One, Statement of Work
- 8.1.2 Appendix Two, Management Plan
- 8.1.3 Appendix Three, Tasks and Activities Plan
- 8.1.4 Appendix Four, Budget

8.2 Attachments:


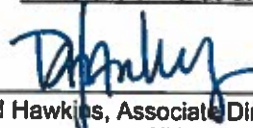
Attached hereto and made a part hereof by reference are the documents indicated below with an "X" beside each:

- ☒ General Provisions
- ☒ Special Provisions A – Program Specific & Memorandum of Understanding
- ☒ Special Provisions B – Debarment and Suspension Certification
- ☒ Special Provisions C – Lobbying Certification

Section 9.0 CERTIFICATIONS:

RECEIVING AGENCY further certifies that it has the authority to receive the above services by authority granted in: Texas Government Code, Chapter 771, Interagency Cooperation Act

PERFORMING AGENCY further certifies that it has authority to perform the above services by authority granted in: Texas Government Code, Chapter 771, Interagency Cooperation Act.

<p>Subject to approval, the authorized representatives of the undersigned Agencies bind themselves to the faithful performance of this IAC. It is mutually understood that this IAC will be effective on the date shown in Section 3.0 or upon signature of TEA whichever is later.</p>	
<p>RECEIVING AGENCY</p> <p><u>Texas Education Agency</u></p> <p>By: <u></u></p> <p style="text-align: center;">Shirley Beaulieu Associate Commissioner Finance/ CFO</p> <p style="text-align: center;"><u>12-20-16</u></p> <p style="text-align: center;">Date</p>	<p>PERFORMING AGENCY</p> <p><u>University of Texas at Austin</u></p> <p>By: <u></u></p> <p style="text-align: center;">David Hawkins, Associate Director, OSP Title</p> <p style="text-align: center;"><u>12.19.2016</u></p> <p style="text-align: center;">Date</p>
<p>Return Signed Copy to TEAContracts@tea.texas.gov</p>	

Appendix One
IHE Restorative Discipline Project at the University of Texas
STATEMENT OF WORK

I. Background and Purpose:

With funding from the Texas Education Agency, the Institute for Restorative Justice and Restorative Dialogue (IRJRD) at the University of Texas at Austin (UTA) will provide critical training for the **Texas Schools Restorative Discipline Project** to allow schools in Texas the opportunity to use research-based and outcome driven successful practices.

Use of IDEA funding for this purpose is authorized by the Individuals with Disabilities Education Act (IDEA), as amended by the IDEA Improvement Act of 2004, Public Law (P. L.) 108-446, Part B, Section 611 and Part B, Sec 619.

The service deliverables under the IDEA comprise a core system of support activities: 1) to ensure that all local school districts and charter schools have access to technical assistance and support, professional development, and other services regarding the federal statutory implementation requirements of the IDEA; and 2) to support additional State projects and activities necessary to implement IDEA. Both deliverables require funding in order to execute the agency's statutory obligations.

Statutory Citation: 34 Code of Federal Regulations (CFR) Parts 300
Texas Education Code (TEC)
19 Texas Administrative Code (TAC) Chapter 89, Subchapters D, and AA

II. Objectives and Target Outcomes:

The IRJRD will work to build RD capacity in Texas by focusing on the following areas—

- Promote readiness in and the training of school administrators
- Train selected individuals to serve as in-school RD coordinators
- Provide information to participating schools regarding:
 - leadership teams,
 - campus-specific plans,
 - multi-year commitments, and
 - coaching models of implementation
- Work collaboratively with the Texas Behavior Support (TBS) Network and the Region 4 Education Service Center, which provides statewide leadership for the network

III. Reporting

The IHE Restorative Discipline Project at the IRJRD, UTA will participate with TEA in extensive review of all documents submitted as evidence to support project implementation and cost reimbursement. TEA will provide a reporting template prior to the progress report due date. UTA must maintain documentation that supports the information provided to TEA on the invoice and reporting template. Samples of the documentation include the following:

- An agenda with the date; sign in sheets; a list of ESCs, local education agencies (LEAs) and/or campuses participating; training materials used and documents provided for trainings described in the activities plan contained in this contract
- Descriptive data and narratives highlighting the outcomes of major activities
- A record of technical assistance provided to each LEA, campus, parents, and other stakeholders
- Contact log data reported by campus, district, educator role, and other stakeholders

- List, by date, of information and resources that were disseminated
- Final expense report due on or before but not later than September 30, 2018

The University of Texas will submit research reports as follows:

- 6 month Administrator Survey Report –due no later than November 30, 2017
- 12 month Administrator Survey Report –due no later than April 30, 2018
- 6 month Coordinator Survey Report –due no later than June 30, 2018
- 12 month Coordinator Survey Report (excluding ESC Regions 6, 14, and 15)–due no later than August 1, 2018
- Final report – due by August 31, 2018, summarizing the findings of evaluations for rounds 1 and 2 of administrator and coordinator trainings

The period of this contract is from September 1, 2016 to August 31, 2018.

IV. Collaboration

The IHE Restorative Discipline Project at the UTA will work collaboratively with the appropriate TEA staff, LEAs, and others in order ensure the most current and accurate information and services are delivered. In doing so, the IHE will do the following:

- Attend and participate in TEA/IHE meetings
- Attend scheduled webinars and/or conference calls
- Complete the activities for each task according to timelines and requirements established in this contract agreement
- Submit invoicing and reporting documents following the required timelines
- Respond to TEA in a timely manner
- Communicate with the TEA program contact for assistance when necessary

The TEA staff will assume the following roles and responsibilities:

- Work with the contracted IHE as needed to provide information on changes in legislation, reporting needs, program activities, and any other activities that may affect the program
- Provide support through TEA/IHE meetings, scheduled webinars, and scheduled conference calls
- Work with the contracted IHE to address unforeseen developments, identify problems, and propose solutions
- Review and approve all program reporting in a timely manner and conduct reporting period conference calls as needed
- Monitor the ongoing work of the contracted IHE as outlined in the contract to ensure compliance with contract terms
- Approve invoices in a timely fashion

V. TEA staff contacts:

Federal and State Education Policy 2016-2018 TEA Staff Contacts			
Tasks	Name	Email	Phone
1-4	Dr. Gaye Lang	Gaye.Lang@tea.texas.gov	512-436-2013

Appendix Two
IHE Restorative Discipline Project at the University of Texas
MANAGEMENT PLAN

The staff member(s) listed in the tables below will direct the overall project throughout the duration of the contract, and/or will coordinate major activities during each phase of the project in fulfillment of the contract.

IHE Restorative Discipline Project at the University of Texas 2016-2018 PROJECT ADMINISTRATION	
Project administrator :	Dr. Marilyn Armour
Project administrator email:	marmour@utexas.edu
Project administrator phone:	(512) 471 3197

IDEA-Part B: IHE Restorative Discipline Project at the University of Texas 2016-2018 MANAGEMENT PLAN			
Name of Staff Member	Title of Staff Member	Responsibility on this project	Estimated % time on project
Marilyn Armour	Director	Oversee the project and supervise Institute staff assigned to the project	23% Year 1 11% Year 2
Janice Jerome	Assistant Director	Manage 10 Administrator and 10 Restorative Discipline Coordinator trainings including coordination with Lead Trainers, ESCs, procurement of trainers for the trainings, supervision of staff, management of curriculum implementation, oversight of accounting system, management of project components and deliverables including webinars	85% Year 1 19% Year 2
Kevin Curtis	Lead Trainer for Administrator Trainings	Coordinate logistics with the host ESC including <ul style="list-style-type: none"> • arrangement of co-trainers participating in the trainings; • preparation of binders for participants; • delivery of full group presentations; • facilitation of small groups; • leadership for pre training preparation circle; • leadership for daily team debriefing circles; assistance with set up, distribution of participant materials and break down of training materials; and management of follow-up communications adhering to all requirements set forth in this Agreement	10 Trainings

Tammy Linseisen	Lead Trainer for Coordinator Trainings	<p>Coordinate logistics with the host ESC including</p> <ul style="list-style-type: none"> • arrangement for co-trainers participating in the trainings; • delivery of full group presentations or assigning of responsibility; • facilitation of small groups; • leadership for pre training preparation circle; • leadership for daily team debriefing circles; • assistance with set up, distribution of participant materials and break down of training materials, management of follow-up communications adhering to all requirements set forth in this Agreement 	10 Trainings
Lauren Rosales/Louise Hanks	Logistics Coordinator/TEA Trainer	Represent Institute at trainings. Manage arrangements for 10 Administrator and 10 RD Coordinator trainings-contracts with and assignment of trainers, oversee supplies and equipment needed for trainings, preparation and printing of training materials, travel and hotel arrangements, payment to trainers including preparation of invoices, completion of forms in accordance with UT policies and procedures, assist in coordination with ESCs. Serve as trainer at Administrator and RD Coordinator trainings.	50% Year 1 50% Year 2-(4 months)
Beth Gerlach	Researcher	Conduct pre and post surveys, and 12-month post surveys for 10 Administrator and 10 RD Coordinator trainings, analyze the data and provide a final report based on findings from Round 1 and Round 2 surveys.	40% Year 1 39% Year 2
Will be hired in September, 2016	Web Manager	Develop and maintain the RD portion of the IRJRD website, pertaining to schools that received training at the Administrator or Coordinator trainings	5 hrs/wk for 15 months

Appendix Three
IHE Restorative Discipline Project at the University of Texas
TASKS and ACTIVITY PLAN

#	Tasks	Total Budget
1	Develop and provide statewide capacity building through professional development opportunities based on research-based strategies, best practices in RD (<i>Impacting State Performance Plan (SPP) Indicators 4 and 9</i>)	\$589,056.00
2	Evaluate the RD trainings to determine the effectiveness in the school setting (<i>Impacting SPP Indicators 4 and 9</i>)	\$70,000.00
3	Develop/expand and maintain a website for information related to RD (<i>Impacting SPP Indicators 4 and 9</i>)	\$19,000.00
4	Collaborate with ESC 4 and the Texas Behavior Network regarding restorative practices (<i>Impacting SPP Indicators 4 and 9</i>)	\$324.00

Funds must be used only for activities associated with that task. For example, Task 3 funds may not be used for activities for Task 1.

The activities listed in the table below specify to the degree possible the major project activities that are to be undertaken. Activities named are sufficiently designed to meet the project objectives and target outcomes and include purpose of the activity, target audience, format of delivery (e.g. site visit, conference, webinar), and frequency of activity if designed to be ongoing (e.g. weekly, monthly).

Intellectual Property Agreement

In accordance with the intellectual property agreement (MOU) between TEA and the University of Texas System, TEA and UTA will share ownership in copyrightable works developed by TEA and UTA with the resources provided under this Interagency Agreement. Any materials developed prior to, or with resources outside of this Agreement, shall remain in the sole ownership of UTA.

Task	Activity #	Description	From Date	To Date
		Provide two-day RD Administrator Training for 35-100 school districts and ESC staff/administrators at 10 ESCs (Regions 1, 2, 5, 6, 7, 13, 14, 15, 17 & 19). The number of staff required will be proportionate to the number of participants	9/1/16	10/30/17
		<ul style="list-style-type: none"> Hire Training Logistics Manager (at 20 hours per week @ \$30 per hour), using someone who resides in Texas; therefore, NO OUT-OF-STATE TRAVEL ALLOWED. Submit the selected individual/firm name and resume/credentials to TEA staff for approval prior to hiring Manage paperwork required by the University Pay and reimburse program trainers 	9/1/16	9/8/16

1	1	<ul style="list-style-type: none"> • Order supplies • Handle printing • Packing supplies and material for each training • Maintain inventory • Coordinate off-site training of trainer activities for new administrative and coordinator trainers to assist with the TEA trainings • Manage travel logistics for trainers 		
		a. Identify ESC contact in each of 10 sites		
		<ul style="list-style-type: none"> • Confirm dates of trainings—refer to attached schedule of trainings for all 10 ESCs which will be approved by TEA 	2/4/16	3/1/16
		<ul style="list-style-type: none"> • Schedule appropriate training space and the necessary AV equipment at the participating ESC that will be paid for by UT-IRJRD. Refer to attached schedule of trainings. 	2/4/16	3/1/16
		b. Hire training coordinator for Administrator Trainings who will be paid for 10 training sessions (@ \$4000 per session), using someone who resides in Texas in order to build RD capacity in the state; therefore, NO OUT-OF-STATE TRAVEL ALLOWED. Submit the selected individual/firm name and resume/credentials to TEA staff for approval prior to hiring	9/1/16	9/7/16
		<ul style="list-style-type: none"> • Coordinate with the host ESC • Arrange for co-trainers participating in the trainings • Prepare binders for participants • Lead/participate in the trainings • Manage the follow-up communications adhering to all requirements set forth in this Agreement • Submit any correspondence received by IRJRD regarding trainings to TEA 		
		c. Use existing training curriculum	9/1/16	6/1/18
		d. Provide marketing material for use by liaisons at the ESCs. Submit to TEA for approval prior to dissemination	9/1/16	9/7/16
		e. Identify and confirm trainers (up to nine trainers per Administrator Training @ \$400 per day), using individuals who reside in Texas in order to build RD capacity in the state; therefore NO OUT-OF-STATE TRAVEL ALLOWED. Submit list of trainers to TEA for approval before entering in contractual agreements with them	9/1/16	9/7/16
		f. TEA will provide a list of attendees to the researcher at UT for pre/post tests, six and twelve month follow up, and webinar	9/1/16	10/30/17
		g. Arrange travel and participation for trainers	9/8/16	11/15/16
		h. Provide additional material on a flash drive to all participants who complete the 2-day training		

		i. Participate in webinars		
1	2	<p>Provide five-day RD Coordinator Training for up to 30 staff at same 10 ESCs. The number of staff required must be proportionate to the number of participants</p> <p>a. Hire training coordinator for Coordinator Trainings who will be paid for 10 training sessions (@ \$4000 per session), using someone who resides in Texas in order to build RD capacity in the state; therefore, out-of-state travel is permitted with TEA prior approval. Submit the selected individual/firm name and resume/credentials to TEA for approval prior to hiring. No more than one person from out-of-state will be considered as a contingency plan in the event that a coordinator from Texas is not available</p> <ul style="list-style-type: none"> • Coordinate with the host ESC • Arrange co-trainers participating in the trainings • Lead/participate in the trainings • Manage the follow-up communications <p>b. Identify ESC contact in each of 10 sites</p> <ul style="list-style-type: none"> • Confirm dates of trainings—refer to attached schedule of trainings for all 10 ESCs. Final dates for training will be approved by TEA • Schedule appropriate training space and the necessary AV equipment at the participating ESC that will be paid for by UT IRJRD. Refer to attached schedule of trainings <p>c. Use current curriculum</p> <p>d. Marketing material developed by IRJRD for use by the liaisons at the ESCs prior to Coordinator Trainings requires TEA approval</p> <p>e. Identify and confirm trainers (up to four trainers per Coordinator Training), using those individuals who reside in Texas in order to build RD capacity in the state; therefore NO OUT OF STATE TRAVEL allowed. Submit to TEA for approval before hiring</p> <p>f. TEA will collect a complete attendee list from the local ESC liaison and provide the list electronically to UT as soon as possible, but no later than five days after the day of each training.</p>	<p>9/1/16</p> <p>2/4/16</p> <p>2/4/16</p> <p>9/1/16</p> <p>9/1/16</p> <p>2/4/16</p> <p>9/1/16</p>	<p>10/30/17</p> <p>3/1/16</p> <p>3/1/16</p> <p>11/1/16</p> <p>10/1/17</p> <p>3/1/17</p> <p>11/1/17</p>
1	3	<p>Schedule three webinars following Administrator Trainings where training participants may talk with the trainers and with one another as a group—coordinate with Dr. Lang. Any subsequent changes require prior approval by TEA</p> <p>a. Each webinar will last approximately 1 hour and must be coordinated with TEA representatives</p>	<p>5/1/17</p> <p>12/1/16</p>	<p>5/15/17</p> <p>3/1/17</p>

		<p>b. Two trainers must be available to answer questions, facilitate discussion, and offer suggestions for next steps depending on the needs of the participants</p> <p>c. An electronic follow-up report must be provided to Dr. Lang within seven business days regarding:</p> <ul style="list-style-type: none"> • Number of participants and who they are • Summary of discussion, including areas of concern 	<p>12/1/16</p> <p>5/1/17</p>	<p>3/1/17</p> <p>5/31/17</p>
1	4	<p>Schedule three webinars following Coordinator Trainings where training participants may talk with the trainers and with one another as a group—coordinate with Dr. Lang. Any subsequent changes require prior approval by TEA</p> <p>a. Schedule three conference calls/webinars following Coordinator Trainings where training participants may talk with the trainers and with one another as a group</p> <p>b. Make two trainers available to answer questions, facilitate discussion, and offer suggestions for next steps depending on the needs of the participants</p> <p>c. Provide an electronic follow-up report within seven business days to Dr. Lang regarding:</p> <ul style="list-style-type: none"> • Number of participants and who they are • Summary of discussion, including areas of concern 	<p>10/1/17</p> <p>10/1/17</p> <p>10/1/17</p>	<p>1/31/18</p> <p>1/31/18</p> <p>1/31/18</p>
1	5	<p>Provide certificates issued through the Institute for Restorative Justice and Restorative Dialogue to participants who complete the RD Administrator training</p> <p>a. Prepare and hand out certificates of completion to those who complete all facets of the Restorative Discipline Administrator training</p> <p>b. Hand out certificates during the last session of the second day of training. Refer to attached schedule of trainings</p>	<p>9/7/16</p> <p>9/8/16</p>	<p>11/14/16</p> <p>11/15/16</p>
1	6	<p>Provide certificates issued through the Institute for Restorative Justice and Restorative Dialogue to participants who complete the RD Coordinator training</p> <p>a. Prepare and hand out certificates of completion to those who complete all facets of the Restorative Discipline Coordinator training</p> <p>b. Hand out certificates during the last session of the three-day training</p>	<p>12/5/16</p> <p>12/9/16</p>	<p>1/26/17</p> <p>6/30/17</p>
		Conduct a training evaluation for each of the 20 trainings (Administrator and Coordinator), which will include pre and post tests for a six month and twelve month survey with a random sample of participants after each training is completed.		

2	1	a. Hire an evaluator with experience in both qualitative and quantitative research evaluation, using someone who resides in Texas in order to build RD capacity in the state; therefore, no out of state travel allowed. Submit to TEA for approval prior to hiring	9/1/16	9/30/16
		b. Use the developed pre- and post-tests	9/1/16	10/27/17
		c. Send pretest electronically via email using survey software to participants two days prior to the training	9/1/16	10/27/17
		d. Make paper copies of the survey available upon request	9/1/16	10/27/17
		e. Send posttest via email within one week following the training to the participants	9/1/16	10/27/17
		f. Assign a unique identification code to each participant in order to compare their results from pre to posttest and in subsequent follow-up requests	9/1/16	10/27/17
		g. Send a post training implementation survey, electronically to all administrator participants six months after the training	3/21/17	11/30/17
		h. Send a post training implementation survey, electronically to all administrator participants twelve months after the training	9/2/17	4/30/18
		i. Send a post implementation training survey, electronically to all coordinator participants six months after the training	6/9/17	6/30/18
		j. Send a post implementation training survey, electronically to all coordinator participants twelve months after the training.	12/9/17	8/1/18
		k. Provide a final report by August 31, 2018, summarizing the findings of evaluations of both Rounds 1 and 2 or the trainings.		8/31/18
		Develop/expand an online resource for accurate and consistent information for school personnel, parents, and other stakeholders interested in Restorative Discipline		
		a. Hire a web manager to develop/maintain website for information related to RD relating to training of	9/1/16	10/1/16

3	1	<p>school personnel, using someone who resides in Texas; therefore, NO OUT OF STATE TRAVEL ALLOWED. Submit the selected individual/firm name and resume/credentials to TEA staff for approval prior to hiring</p> <ul style="list-style-type: none"> • Develop and maintain the RD portion of the IRJRD's website, pertaining to schools that received Administrator or Coordinator trainings, • Provide TEA with access to the web content (developed during the course of work under this Agreement) should IRJRD discontinue the posting—refer to Attachment 1 	10/1/16	8/31/18
4	1	<p>Collaborate with ESC 4 and the Texas Behavior Support Network to identify the ways in which RD supports and complements existing behavioral intervention programs, including those specifically designed for students with disabilities</p> <p>a. IRJRD and ESC 4 will work collaboratively to ensure the independent trainings do not contradict one another and are complementary to the greatest extent possible</p> <p>b. Meet periodically, including Fall 2016 and Summer 2017 and additional meetings as requested by TEA (up to 3 meetings)</p>	<p>9/1/16</p> <p>8/8/16 Houston</p> <p>6/12/17 (Austin)</p>	<p>8/31/18</p> <p>8/11/16</p> <p>6/15/16</p>

Appendix Three
IHE Restorative Discipline Project at the University of Texas
BUDGET*

Task 1: Develop and provide statewide capacity building through professional development opportunities based on research-based strategies, best practices in RD	
Personnel	167,395.00
Contracted Services**	245,836.00
Travel	160,200.00
Materials and Supplies	15,625.000
Total Task 1	589,056.00
Task 2: Evaluate the RD trainings to determine the effectiveness in the school setting	
University of Texas Personnel	70,000.00
Total Task 2	70,000.00
Task 3: Develop/expand and maintain a website for information related to RD :	
Contracted Services (University of Texas)	19,000.00
Total Task 3	19,000.00
Task 4: Collaborate with ESC 4 and the Texas Behavior Network regarding restorative practices	
Travel	324.00
Total Task 4	324.00
Direct Costs Excluded from IDC Calculation (Exclusions)	0.00
Modified Total Direct Costs (MTDC) = DC - Exclusions	678,380.00
Indirect Costs (IDC) = MTDC x IDC Rate 8.00% (Maximum, not to exceed \$54,270.00)***	54,270.00
TOTAL	732,650

*Performing Agency may move funds between Contracted Services and Travel as needed in order to complete the work required under this contract.

**The Contracted Services category of Task 1 includes ESC rental fees. Should the actual costs for such fees be higher than \$13,836, TEA agrees to increase the value of this contract as needed.

*****For this federally-funded cost reimbursement contract where the primary purpose is to conduct training and provide technical assistance, indirect cost rate shall not exceed 8%.**

The amount of indirect costs is in addition to the total amount of the tasks.

Please specify the exclusions in the indirect cost calculation above if any.

CONTRACT TERMS AND CONDITIONS

A. Definitions as used in these Contract Terms and Conditions:

- *Contract* means the entire document, and all of TEA's attachments, appendices, schedules (including but not limited to the Terms and Conditions and the Special Provisions), amendments and extensions of or to the Standard Contract;
- *Receiving Agency, Party, Owner or TEA* means the Texas Education Agency;
- *Proposer or Respondent* may be used interchangeably in the competitive solicitation. Contractor and Respondent infer pre RFP award status and Contractor infers to post RFP award status;
- *Contractor or Performing Agency* means the party or parties to this Contract other than TEA, including its or their officers, directors, employees, agents, representatives, consultants and subcontractors, and subcontractors' officers, directors, employees, agents, representatives and consultants;
- *Project Manager/Administrator* means the respective person(s) representing TEA or Contractor, as indicated by the Contract, for the purposes of administering the Contract Project;
- *Contract Project* means the purpose intended to be achieved through the Contract;
- *Amendment* means a Contract that is revised in any respect, and includes both the original Contract, and any subsequent amendments or extensions thereto;
- *Major Contract* means any contract over \$10 million cumulative over the life of the contract.
- *Works* means all tangible or intangible material, products, ideas, documents or works of authorship prepared or created by Contractor for or on behalf of TEA at any time after the beginning date of the Contract ("Works" includes but is not limited to computer software, data, information, images, illustrations, designs, graphics, drawings, educational materials, assessment forms, testing materials, logos, trademarks, patentable materials, etc.) this does not include any pre-existing materials of Contractor, or any licensed third party materials provided by Contractor; and,
- *Intellectual Property Rights* means the worldwide intangible legal rights or interests evidenced by or embodied in: (a) any idea, design, concept, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (b) any work of authorship, including any copyrights, moral rights or neighboring rights; (c) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (d) domain name registrations; and (e) any other similar rights. The Intellectual Property Rights of a party include all worldwide intangible legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.

B. Contingency: The Contract, including any amendments, extensions or subsequent contracts are executed by TEA contingent upon the availability of appropriated funds by legislative act. Notwithstanding any other provision in this Contract or any other document, this Contract is void upon the insufficiency (in TEA's discretion) or unavailability of appropriated funds. In addition, this Contract may be terminated by TEA at any time for any reason upon notice to Contractor. Expenditures and/or activities for which Contractor may claim reimbursement shall not be accrued or claimed subsequent to receipt of such notice from TEA.

C. Indemnification:

Acts or Omissions

Contractor shall indemnify and hold harmless the State of Texas and the Texas Education Agency, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Contractor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. CONTRACTOR AND TEA AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

Infringements

- 1) Contractor shall indemnify and hold harmless the State of Texas and the Texas Education Agency, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF CONTRACTOR PURSUANT TO THIS CONTRACT. CONTRACTOR

AND TEA AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. CONTRACTOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.

- 2) Contractor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Contractor's written approval, (iii) any modifications made to the product by the Contractor pursuant to TEA's specific instructions, (iv) any intellectual property right owned by or licensed to TEA, or (v) any use of the product or service by TEA that is not in conformity with the terms of any applicable license agreement.
- 3) If Contractor becomes aware of an actual or potential claim, or TEA provides Contractor with notice of an actual or potential claim, Contractor may (or in the case of an injunction against TEA, shall), at Contractor's sole option and expense; (i) procure for the TEA the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that TEA's use is non-infringing.

CONTRACTOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, CONTRACTOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF CONTRACTOR'S AND CONTRACTOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. CONTRACTOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE TEA AND/OR THE STATE SHALL NOT BE LIABLE TO THE CONTRACTOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS TEA, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. CONTRACTOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. CONTRACTOR AND TEA AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

- D. **Subcontracting and Substitutions:** Contractor shall not assign, transfer or subcontract any of its rights or responsibilities under this Contract without prior formal written amendment to this Contract properly executed by both TEA and Contractor. TEA reserves the right to request changes in personnel assigned to the project. The TEA Project Manager must pre-approve any changes in key personnel throughout the contract term. Any changes to the HUB Subcontracting Plan (HSP) must be approved by the Agency HUB Coordinator before staffing changes are initiated. Substitutions are not permitted without written approval of the TEA Project Manager.
- E. **Encumbrances/Obligations:** All encumbrances, accounts payable, and expenditures shall occur on or between the beginning and ending dates of this Contract. All goods must have been received and all services rendered during the Contract period in order for Contractor to recover funds due. In no manner shall encumbrances be considered or reflected as accounts payable or as expenditures.
- F. **Contractor's Proposal:** Contractor's proposal that was furnished to TEA in response to a Request for Proposal is incorporated in this Contract by reference. The provisions of this Contract shall prevail, however, in all cases of conflict arising from the terms of Contractor's proposal whether such proposal is a written part of this Contract or is attached as a separate document.
- G. **Requirements, Terms, Conditions, and Assurances:** The terms, conditions, and assurances, which are stated in the Request for Proposal, in response to which Contractor submitted a proposal, are incorporated herein by reference for all purposes, although the current Terms and Conditions shall prevail in the event of conflict.

- H. **Records Retention and the Right to Audit:** Contractor shall maintain its records and accounts in a manner which shall assure a full accounting for all funds received and expended by Contractor in connection with the Contract Project. These records and accounts shall be retained by Contractor and made available for programmatic or financial audit by TEA and by others authorized by law or regulation to make such an audit for a period of not less than seven (7) years from the date of completion of the Contract Project or the date of the receipt by TEA of Contractor's final claim for payment or final expenditure report in connection with this Contract, whichever is later. If an audit has been announced, the records shall be retained until such audit has been completed.

Pursuant to Government Code, the state auditor may conduct an audit or investigation of the contractor or any other entity or person receiving funds from the state directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by the Contractor or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the Contractor or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Contractor and the requirement to cooperate is included in any subcontract it awards.

Contractor further agrees that acceptance of funds under this contract acts as acceptance for TEA to conduct an audit or investigation in connection with those funds. Contractor, subcontractors, and any entities receiving funds through this contract shall cooperate fully with TEA in the conduct of the audit or investigation, including providing all records pertaining to this contract that are requested.

- I. **Intellectual Property Ownership:** Contractor agrees that all Works are, upon creation, works made for hire and the sole property of TEA. If the Works are, under applicable law, not considered works made for hire, Contractor hereby assigns to TEA all worldwide ownership of all rights, including the Intellectual Property Rights, in the Works, without the necessity of any further consideration, and TEA can obtain and hold in its own name all such rights to the Works. Contractor agrees to maintain written agreements with all officers, directors, employees, agents, representatives and subcontractors engaged by Contractor for the Contract Project, granting Contractor rights sufficient to support the performance and grant of rights to TEA by Contractor. Copies of such agreements shall be provided to TEA promptly upon request.

Contractor warrants that (i) it has the authority to grant the rights herein granted, (ii) it has not assigned or transferred any right, title, or interest to the Works or Intellectual Property Rights that would conflict with its obligations under the Contract, and Contractor will not enter into any such agreements, and (iii) the Works will be original and will not infringe any intellectual property rights of any other person or entity. These warranties will survive the termination of the Contract. If any preexisting rights are embodied in the Works, Contractor grants to TEA the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license to (i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such preexisting rights and any derivative works thereof and (ii) authorize others to do any or all of the foregoing. Contractor agrees to notify TEA on delivery of the Works if they include any such preexisting rights. On request, Contractor will provide TEA with documentation indicating a third party's written approval for Contractor to use any preexisting rights that may be embodied or reflected in the Works.

Contractor agrees, at Contractor's expense, to indemnify, hold harmless and defend TEA and the State from claims involving infringement of third parties' licenses, trademarks, copyrights or patents.

For School Districts and Nonprofit Organizations: The foregoing Intellectual Property Ownership provisions apply to any school districts, nonprofit organizations, and their employees, agents, representatives, consultants and subcontractors.

For Education Service Centers (ESCs): The foregoing Intellectual Property Ownership provisions apply to an Education Service Center (ESC) and its employees, agents, representatives, consultants, and subcontractors. If an ESC or any of its subcontractor(s) wish to obtain a license agreement to use, advertise, offer for sale, sell, distribute, publicly display, publicly perform or reproduce the Works, or make derivative works from the Works, then express written permission must first be obtained from TEA Legal Division.

For Colleges and Universities: The foregoing Intellectual Property Ownership provisions apply to any colleges and universities and their employees, agents, representatives, consultants, and subcontractors; provided, that for all Works created or conceived by colleges or universities under the Contract, they are granted a non-exclusive, non-transferable, royalty-free license to use the Works for their own academic and educational purposes only. Colleges and universities are prohibited, however, from advertising, offering for sale, selling, distributing, publicly displaying, publicly performing, or reproducing the Works, or

making derivative works from the Works that are created or conceived under this Contract, without the express written permission of TEA Legal Division.

J. Time Delays; Suspension; Sanctions for Failure to Perform; Noncompliance:

Time is of the Essence.

Contractor's timely performance is essential to this Contract.

Suspension

If this Contract is suspended by TEA prior to its expiration date, the reasonable monetary value of services properly performed by Contractor pursuant to this Contract prior to suspension shall be determined by TEA and paid to Contractor as soon as reasonably possible. TEA shall not be required to pay any standby hourly rates during a suspension of Work, if TEA suspends performance of the Work because the Work is defective, or Contractor fails to supply sufficiently skilled workers or suitable materials or equipment, or fails to provide required insurance coverage, or fails to furnish or perform the Work in such a way that the completed Work will conform to this Contract.

Sanctions

If Contractor, in TEA's sole determination, fails or refuses for any reason to comply with or perform any of its obligations under this Contract, TEA may impose such sanctions as it may deem appropriate. This includes but is not limited to the withholding of payments to Contractor until Contractor complies; the cancellation, termination, or suspension of this Contract in whole or in part; and the seeking of other remedies as may be provided by this Contract or by law. Any cancellation, termination, or suspension of this Contract, if imposed, shall become effective at the close of business on the day of Contractor's receipt of written notice thereof from TEA.

K. Information Security Requirements: Access to Confidential TEA Information. Contractor represents and warrants that it will take all necessary and appropriate action within its abilities to safeguard TEA Confidential Information and to protect it from unauthorized disclosure. If Contractor discloses any TEA confidential information to a subcontractor or agent, Contractor will require the subcontractor or agent to comply with the same restrictions and obligations as are imposed on Contractor. Whenever communications with Contractor necessitate the release of Confidential TEA Information, additional TEA Confidential forms will need to be signed by each individual who will require access to or may be exposed to that information. Contractor shall access TEA's systems or Confidential TEA Information only for the purposes for which it is authorized. TEA reserves the right to review the Contractor's security policy to ensure that any data that is on the Contractor's servers is secure. Contractor shall cooperate fully by making resources, personnel, and systems access available to TEA and TEA's authorized representative(s).

Contractor shall ensure that any TEA Confidential Information in the custody of Contractor is properly sanitized or destroyed when the information is no longer required to be retained by TEA or Contractor in accordance with this Contract. Electronic media used for storing any Confidential TEA Information must be sanitized by clearing, purging or destroying in accordance with such standards established by the National Institute of Standards and Technology and the Center for Internet Security. These standards are also required if the Contractor is collecting, maintaining, or analyzing data gathered, collected, or provided under this Contract. Contractor must maintain a record documenting the removal and completion of all sanitization procedures with the following information:

- (1) Date and time of sanitization/destruction;
- (2) Description of the item(s) and serial number(s) if applicable;
- (3) Inventory number(s); and
- (4) Procedures and tools used for sanitization/destruction.

No later than sixty (60) days from contract expiration or termination or as otherwise specified in this Contract, Contractor must complete the sanitization and destruction of the data and provide to TEA all sanitization documentation.

Access to Internal TEA Network and Systems

As a condition of gaining remote access to any internal TEA network and systems, Contractor must comply with TEA's policies and procedures. TEA's remote access request procedures will require Contractor to submit TEA Applicable Access Request forms for TEA's review and approval. Remote access technologies provided by Contractor must be approved by TEA's Information Security Officer. TEA, in its sole discretion, may deny network or system access to any individual that does not complete the required forms. Contractor must secure its own connected systems in a manner consistent with TEA's requirements. TEA reserves the right to audit the security measures in effect on Contractor's connected systems without prior warning. TEA also reserves the right to immediately terminate network and system connections not meeting such requirements.

Disclosure of Security Breach

Contractor shall provide notice to TEA's Project Manager and TEA's Information Security Officer as soon as possible following Contractor's discovery or reasonable belief that there has been unauthorized use, exposure, access, disclosure, compromise, modification, or loss of sensitive or confidential Comptroller information ("Security Incident"). Within twenty-four (24) hours of the discovery or reasonable belief of a Security Incident, Contractor shall provide a written report to TEA's Information Security Officer detailing the circumstances of the incident which includes at a minimum:

- (1) Description of the nature of the Security Incident;
- (2) The type of TEA information involved;
- (3) Who may have obtained the information;
- (4) What steps Contractor has taken or will take to investigate the Security Incident;
- (5) What steps Contractor has taken or will take to mitigate any negative effect of the Security Incident; and
- (6) A point of contact for additional information.

Each day thereafter until the investigation is complete, Contractor shall provide TEA's Information Security Officer with a written report regarding the status of the investigation and the following additional information as it becomes available:

- (1) Who is known or suspected to have gained unauthorized access to TEA information;
- (2) Whether there is any knowledge if TEA information has been abused or compromised;
- (3) What additional steps Contractor has taken or will take to investigate the Security Incident;
- (4) What steps Contractor has taken or will take to mitigate any negative effect of the Security Incident; and
- (5) What corrective action Contractor has taken or will take to prevent future similar unauthorized use or disclosure.

Contractor shall confer with TEA's Chief Information Security Officer regarding the proper course of the investigation and risk mitigation. TEA reserves the right to conduct an independent investigation of any Security Incident, and should TEA choose to do so, Contractor shall cooperate fully by making resources, personnel, and systems access available to TEA and TEA's authorized representative(s). Subject to review and approval of TEA's Information Security Officer, Contractor, at its own cost, shall provide notice that satisfies the requirements of applicable law to individuals whose personal, confidential, or privileged data were compromised or likely compromised as a result of the Security Incident. If TEA, in its sole discretion, elects to send its own separate notice, then all costs associated with preparing and providing notice shall be reimbursed to TEA by Contractor. If Contractor does not reimburse such costs within thirty (30) days of TEA's written request, then TEA shall have the right to collect such costs.

- L. **Refunds Due to TEA:** If TEA determines that TEA is due a refund of money paid to Contractor pursuant to this Contract, Contractor shall pay the money due to TEA within thirty (30) days of Contractor's receipt of written notice that such money is due to TEA. If Contractor fails to make timely payment, TEA may obtain such money from Contractor by any means permitted by law, including but not limited to offset, counterclaim, cancellation, termination, suspension, total withholding, and/or disapproval of all or any subsequent applications for said funds.
- M. **Capital Outlay:** If Contractor purchases capital outlay (furniture and/or equipment) to accomplish the Contract Project, title will remain with Contractor for the period of the Contract. TEA reserves the right to transfer capital outlay items for Contract noncompliance during the Contract period or as needed after the ending date of the Contract. This provision applies to any and all furniture and/or equipment regardless of unit price and how the item is classified in Contractor's accounting record. This provision is applicable when federal funds are utilized for the Contract.
- N. **TEA Property (terms):** In the event of loss, damage or destruction of any property owned by or loaned by TEA while in the custody or control of Contractor, Contractor shall indemnify TEA and pay to TEA the full value of or the full cost of repair or replacement of such property, whichever is the greater, within thirty (30) days of Contractor's receipt of written notice of TEA's determination of the amount due. This applies whether the property is developed or purchased by Contractor pursuant to this Contract or is provided by TEA to Contractor for use in the Contract Project. If Contractor fails to make timely payment, TEA may obtain such money from Contractor by any means permitted by law, including but not limited to offset or counterclaim against any money otherwise due to Contractor by TEA.
- O. **State of Texas Laws:** In the conduct of the Contract Project, Contractor shall be subject to laws or rules of the State of Texas pertaining to and or governing this Contract and the Contract Project. This Contract constitutes the entire agreement between TEA and Contractor for the accomplishment of the Contract Project. This Contract shall be interpreted according to the laws of the State of Texas except as may be otherwise provided for in this Contract.

- P. Federal Regulations Applicable to All Federally Funded Contracts:** The Code of Federal Regulations (CFR) annual edition is the codification of the general and permanent rules published in the Federal Register by the departments and agencies of the Federal Government produced by the Office of the Federal Register (OFR) and the Government Publishing Office. Website: http://www.ecfr.gov/cgi-bin/text-idx?SID=6214841a79953f26c5c230d72d6b70a1&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- Q. Federal Rules, Laws, and Regulations That Apply to all Federal Programs:** Contractor shall be subject to and shall abide by all federal laws, rules, and regulations, pertaining to the Contract Project, including, but not limited to:
- (1) Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. sec. 12101, and the regulations effectuating its provisions contained in 28 CFR Parts 35 and 36, 29 CFR Part 1630, and 47 CFR Parts 0 and 64;
 - (2) Title VI of the Civil Rights Act of 1964, as amended (prohibition of discrimination by race, color, or national origin), and the regulations effectuating its provisions contained in 34 CFR Part 100;
 - (3) Title IX of the Education Amendments 1972, as amended (prohibition of sex discrimination in educational institutions) and the regulations effectuating its provisions contained in 34 CFR Part 106, if Contractor is an educational institution;
 - (4) Section 504 of the Rehabilitation Act of 1973, as amended (nondiscrimination on the basis of handicapping condition), and the regulations effectuating its provisions contained in 34 CFR Parts 104 and 105.
 - (5) The Age Discrimination Act of 1975, as amended (prohibition of discrimination on basis of age), and the implementing regulations contained in 34 CFR, Part 110;
 - (6) Family Educational Rights and Privacy Act of 1975, as amended, and the implementing regulations contained in 34 CFR, Part 99, if Contractor is an educational institution;
 - (7) Section 509 of H.R. 5233 as incorporated by reference in P.L. 99-500 and P.L. 99-591 (prohibition against the use of federal grant funds to influence legislation pending before Congress);
 - (8) P.L. 103-227, Title X, Miscellaneous Provisions of the GOALS 2000: Educate America Act; P.L. 103-382, Title XIV, Terms and Conditions of the Elementary and Secondary Education Act, as amended; and
 - (9) General Education Provisions Act, as amended.
- R. Point of Contact and Escalation:** All notices, reports and correspondence required by this Contract shall be in writing and delivered to the TEA Project Manager listed below or their successors in office. Within thirty (30) days of execution of a contract, the respective Parties will designate the next level of personnel within each organization to address conflicts or ambiguity that cannot be resolved at the Project Manager level.

TEA

Dr. Gaye Lang
Texas Education Agency
William B. Travis Building
1701 N. Congress Avenue
Austin, Texas 78701

CONTRACTOR

Dr. Marilyn Armour
University of Texas at Austin

- S. Forms, Assurances, and Reports:** Contractor shall timely make and file with the proper authorities all forms, assurances and reports required by federal laws and regulations. TEA shall be responsible for reporting to the proper authorities any failure by Contractor to comply with the foregoing laws and regulations coming to TEA's attention, and may deny payment or recover payments made by TEA to Contractor in the event of Contractor's failure so to comply. Contractor who is indebted or owes delinquent taxes to the state will have any payments under the Contract applied toward the debt or delinquent taxes owed the state until the account is paid in full, regardless of when the debt or delinquency was incurred. This provision does not apply if the warrant or transfer results in payments being made in whole or in part with money paid to the state by the Federal Government. Pursuant to 34 TAC 201.14 -18 and TGC 2161, Contractors shall maintain business records documenting compliance with the HUB subcontracting plan (HSP) and shall submit a compliance report to the contracting agency monthly, in the format required by the Agency. The compliance report submission shall be required as a condition for payment. If the Contractor subcontracts any part of the contract in a manner that is not consistent with its HUB subcontracting plan, the selected respondent must submit a revised HUB subcontracting plan before subcontracting any of the work under the contract.

If the Contractor subcontracts any of the work without prior authorization and without complying with this section, the Contractor is deemed to have breached the contract and is subject to any remedial actions provided by Government Code, Chapter 2161, and other applicable state law.

- T. Signature Authority; Final Expression; Superseding Document:** Contractor certifies that the person signing this Contract has been properly delegated this authority. The Contract represents the final and complete expression of the terms of agreement between the parties. The Contract supersedes any previous understandings or negotiations between the parties. Any representations, oral statements, promises or warranties that differ from the Contract shall have no force or effect. The Contract may be modified, amended or extended only by formal written amendment properly executed by both TEA and Contractor.
- U. Antitrust:** By signing this Contract, Contractor, represents and warrants that neither Contractor nor any firm, corporation, partnership, or institution represented by Contractor, or anyone acting for such firm, corporation or institution has, (1) violated the antitrust laws of the State of Texas under Tex. Bus. & Com. Code, Chapter 15, or the federal antitrust laws; or (2) communicated directly or indirectly the Proposal to any competitor or any other person engaged in such line of business during the procurement process for this Contract.
- V. Family Code Applicability:** By signing this Contract, Contractor, if other than a state Party, certifies that under Section 231.006, Family Code, that Contractor is not ineligible to receive specified grant, loan, or payment under this Contract and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate. TEA reserves the right to terminate this Contract if Contractor is found to be ineligible to receive payment. If Contractor is found to be ineligible to receive payment and the Contract is terminated, Contractor is liable to TEA for attorney's fees, the costs necessary to complete the Contract, including the cost of advertising and awarding a second contract, and any other damages or relief provided by law or equity.
- W. Dispute Resolution:** The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used by TEA and Contractor to attempt to resolve all disputes arising under this Contract. The parties may agree to mediation of their dispute at any time. However, if all issues in dispute are not completely resolved through direct negotiations between the parties within 180 days after the Agency receives Contractor's notice of claim, then the parties must submit the dispute to mediation before a mutually acceptable mediator in Travis County, Texas. The mediation must be completed on or before 270 days after the Agency receives Contractor's notice of claim. Completion of the mediation is a condition precedent to the filing of a contested case hearing under Chapter 2260. The Agency's participation in mediation or any other dispute resolution process shall not waive any of the Agency's contractual or legal rights and remedies, including but not limited to sovereign immunity.
- X. Interpretation:** In the case of conflicts arising in the interpretation of wording and/or meaning of various sections, parts, Appendices, Terms and Conditions, Special Provisions, Exhibits, and Attachments or other documents, the TEA Contract and its Terms and Conditions, Appendices and Special Provisions shall take precedence over all other documents which are a part of this Contract.
- Y. Education Service Center:** No funds transferred to Regional Education Service Centers or to school districts may be used to hire a registered lobbyist.
- Z. Compliance with Laws:** Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting Contractor's performance, including if applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations. For the entire duration of the Contract, Contractor shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Contract. When required or requested by the Agency, Contractor shall furnish TEA with satisfactory proof of its compliance with this provision.
- AA. Public Information:** The TEA is subject to the provisions of the Texas Public Information Act. If a request for disclosure of this Contract or any information related to the goods or services provided under the Contract or information provided to the TEA under this Contract constituting a record under the Act is received by the TEA, the information must qualify for an exception provided by the Texas Public Information Act in order to be withheld from public disclosure. Contractor authorizes the TEA to submit any information contained in the Contract, provided under the Contract, or otherwise requested to be disclosed, including information Contractor has labeled as confidential proprietary information, to the Office of the Attorney General for a determination as to whether any such information may be exempt from public disclosure under the Act. If the TEA does not have a good faith belief that information may be subject to an exception to disclosure, the TEA is not obligating itself by this Contract to submit the information to the Attorney General. It shall be the responsibility of the Contractor to make any legal argument to the Attorney General or appropriate court of law regarding the exception of the information in question from disclosure. The Contractor waives any claim against and releases from liability the TEA, its officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Contract or

otherwise created, assembled, maintained, or held by the Contractor and determined by the Attorney General or a court of law to be subject to disclosure under the Texas Public Information Act.

Contractor is required to make any information created or exchanged with the state pursuant to this Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state. The TEA Project Manager will provide the specific format by which the Contractor is required to make the information accessible by the public.

- BB. Gratuities:** By signing this Contract, Contractor represents and warrants that the Contractor has not given, offer to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response.
- CC. Venue and Jurisdiction:** Subject to and without waiving any of the Agency's rights, including sovereign immunity, this Contract is governed by and construed under and in accordance with the laws of the State of Texas. Venue for any suit concerning this solicitation and any resulting contract or purchase order shall be in a court of competent jurisdiction in Travis County, Texas.
- DD. Protests:** Any actual or prospective Bidder, Respondent, or Contractor who is aggrieved in connection with the solicitation, evaluation, or award of this or any other contract by the Texas Education Agency may submit a formal protest to the Director of the Agency's Contracts and Purchasing Division. This protest procedure shall be the exclusive method by which anyone may make a challenge to any aspect of the Agency's contracting process. The Agency will not be required to consider the merits of any protest unless the written protest is submitted within ten (10) working days after such aggrieved person knows, or reasonably should have known, of the occurrence of the action which is protested. The protest document must meet with all requirements in applicable law and Agency's rules (Title 19 of the Texas Administrative Code, at § 30.2002) <http://ritter.tea.state.tx.us/rules/tac/index.html>.
- If the protest procedure results in a final determination by the Agency that a violation of law has occurred in its contracting process in a case in which a contract has been awarded, then the Agency may declare the contract void at inception. In that event, the party who had been awarded the contract shall have no rights under the contract and no remedies under the law against the Agency.
- EE. Liability for and Payment of Taxes:** Contractor represents and warrants that it shall pay all taxes or similar amounts resulting from this Contract, including, but not limited to, any federal, State, or local income, sales or excise taxes of Contractor or its employees. TEA shall not be liable for any taxes resulting from this Contract.
- FF. Severability:** In the event that any provision of this Contract is later determined to be invalid, void, or unenforceable, the invalid provision will be deemed severable and stricken from the Contract as if it had never been incorporated herein. The remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.
- GG. Conformance:** The Contractor warrants that all goods and services furnished shall conform in all respects to the terms of this Contract, including any drawings, specifications or standards incorporated herein, and any defects in materials, workmanship, and free from such defects in design. In addition, contractor warrants that goods and services are suitable for and will perform in accordance with the purposes for which they are intended.
- HH. Felony Criminal Convictions:** Contractor represents and warrants that Contractor has not and Contractor's employees assigned to TEA projects have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, Contractor has fully advised TEA as to the facts and circumstances surrounding the conviction.
- II. Criminal Background Checks:** If during the term of this Contract, Contractor, and/or Contractor staff, or subcontractor have access to Texas public school campuses, all Contractor and/or Contractor's staff must submit to a national criminal history record information review (includes fingerprinting) and meet all eligibility standards and criteria as set by Agency before serving in assignments on behalf of the Agency. This requirement applies to all individuals who currently serve or will serve in Agency assignments that have the possibility of direct contact with students. Assignments are contingent upon meeting Agency eligibility standards. Contractor and/or any staff member of Contractor who may perform services under this contract must complete this criminal history review before the beginning of an assignment. If said individuals have not completed this requirement or the review results in a determination that Contractor is not eligible for assignment, this contract will be terminated effective immediately or the date of notice of non-eligibility, whichever is earliest.
- JJ. Assignment of Contract:** This Contract may not be assigned, sold, or transferred without the express written consent of the TEA Purchasing, Contracts, and Agency Services (PCAS) Division. An attempted assignment after Contract award without the TEA approval will constitute a material breach of contract.
- KK. Buy Texas:** In accordance with Government Code, Section 2155.444, the State of Texas requires that during the performance of a contract for services, Contractor shall purchase products and materials produced in the

State of Texas when available at a price and time comparable to products and materials produced outside the state. This provision does not apply if Contractor receives any federal funds under this Contract.

- LL. Excluded Parties List System:** The Texas Education Agency and the Contractor must adhere to the directions provided in the President's Executive Order (EO) 13224, Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, which may be viewed at <http://www.whitehouse.gov/briefing-room/presidential-actions/executive-orders>. That Executive Order prohibits any transaction or dealing by United States persons, including but not limited to the making or receiving of any contribution of funds, goods, or services to or for the benefit of those persons listed in the General Services Administration's Excluded Parties List System (EPLS) which may be viewed on the System for Award Management (SAM) site at <http://www.sam.gov>.
- MM. Suspension and Debarment:** Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal, state or local government entity and that Contractor is in compliance with the State of Texas statutes and rules relating to procurement. If Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this contract.
- NN. Electronic and Information Resources Accessibility Standards and Reporting:** State agencies shall procure products which comply with the State of Texas Accessibility requirements for Electronic Information Resources specified in 1TAC Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

Section 508 of the US Rehabilitation Act of 1973 has been revised and adopted. Therefore, all current and potential Contractors are hereby notified of the requirement. The current technical requirements for accessibility contained within this regulation form the basis for our Texas TAC rules on EIR Accessibility.

This refresh of 508 uses the WCAG 2.0 AA Accessibility Guidelines (also ISO/IEC standard 40500) as the new technical standard that Federal agencies are now required to meet when procuring products and services. With the adoption of 508 requirements being adopted, DIR will be modifying the TAC rules to synchronize with it.

Given this coming change, all Texas agencies and institutions of higher education have begun using or specifying WCAG 2.0 AA guidelines for the design of new websites or web applications. The rationale is twofold:

- (1) It could be technically difficult and expensive to bring these websites/applications to WCAG 2.0 AA later.
- (2) WCAG 2.0 AA is a superior, more flexible standard and is in use all over the world. If a website is compliant with WCAG 2.0 AA, it will, by default comply with our current TAC rules on EIR Accessibility.

Web development Contractors should already be familiar with designing to this standard, and their ability to meet these standards should be a strong consideration in the selection process.

The free online resources listed below are available to assist developers and content producers in transitioning to these guidelines.

WCAG 2.0 at a glance

IBM Developer Guidelines Web Checklist

Webaim.org Accessibility Checklist

Contractor must employ real users with disabilities for manual testing. Contract is required to provide a report that will include the results of auto-testing, screen-by-screen assessments, pass/fail status for each of the identified compliance standards to be met and recommendations for how to repair the screens/pages that do not meet the standards. Remediation recommendations shall be provided to the code level. The report should include documentation of the experience of real users with disabilities and may recommend techniques for improving the usable accessibility of the application. Awarded Vendor shall validate, by title, if all accessibility requirements have been met.

All websites must follow Federal 508 accessibility requirements and Web Content Accessibility Guidelines (WCAG) 2.0 AA standards and be tested for accessibility before acceptance by TEA. For sites developed outside of TEA, the contractor must contract with a third party with expertise and a proven track record in accessibility testing. The third party must evaluate the site and produce a report that verifies the site is compliant to (WCAG) 2.0 AA.

- OO. Collusion:** Contractor certifies and represents that Contractor has not colluded with, nor received any assistance from, any person who was paid by TEA to prepare specifications or a solicitation on which a Contractor's bid or proposal is based and will not allow any person who prepared the respective specifications or solicitation to participate financially in any contract award.

PP. Social Security Numbers Withheld: TEA will not provide Social Security Numbers (SSNs) to any Contractor under this contract unless specifically specified as part of the project requirements. TEA, its Contractors and their subcontractors, will not require or request school districts to provide SSNs under this contract. Contractor agrees that in executing tasks on behalf of the TEA, they will not use any student-identifying information in any way that violates the provisions of FERPA, and will destroy or return all student-identifying information to TEA within thirty (30) days of project completion. An authorized officer of the company must certify that ALL records have either been properly destroyed or returned to the Agency in order to close out the contract.

QQ. Proprietary; Confidential Information; Nondisclosure; Press Releases: All information gathered, produced, derived, obtained, analyzed, controlled or Accessed by Contractor in connection with a contract resulting from this RFP ("Confidential Information") shall be and remain Confidential Information and shall not be released or disclosed by Contractor without the prior written consent of the TEA, which consent must specifically identify the Confidential Information to be disclosed by Contractor and the nature of the disclosure for which consent is sought. Contractor, its employees and subcontractors, agree that in executing tasks on behalf of the TEA, they will not use any student-identifying information in any way that violates the provisions of FERPA, and will destroy or return all student-identifying information within thirty (30) days of project completion. Contractor also agrees not to disclose any information to which it is privy under this Contract without the prior consent of the agency. Contractor will indemnify and hold harmless the State of Texas, its officers and employees, and TEA, its officers and employees for any claims or damages that arise from the disclosure by Contractor or its Contractors of information held by the State of Texas.

Except when defined as part of the Work under this Contract, Contractor will not make any press releases, public statements, or advertisement referring to the Project or the engagement of Contractor in connection with the Project, or release any information relative to the Project for publication, advertisement or any other purpose without the prior written approval of TEA.

RR. Independent Contractor: Contractor shall serve as an independent Contractor in providing services under this Contract. Contractor's employees are not and shall not be construed as employees or agents of the State of Texas.

SS. Contractor Performance: All state agencies must report unsatisfactory Contractor performance on purchases over \$25,000. Contractors who are in default or otherwise not in good standing under any other current or prior contract with TEA at the time of selection will not be eligible for award of this contract. A Contractor's past performance will be measured based upon pass/fail criteria, in compliance with applicable provisions of §§2155.074, 2155.075, 2156.007, 2157.003, and 2157.125, Gov't Code. Contractor s may fail this selection criterion for any of the following conditions: A score of less than 90% in the Contractor Performance System, currently under a Corrective Action Plan, having repeated negative Contractor performance reports for the same reason, having purchase orders that have been cancelled in the previous 12 months for non-performance (i.e. late delivery, etc.). TEA may conduct reference checks with other entities regarding past performance. In addition to evaluating performance through the Contractor Performance Tracking System (as authorized by 34 Texas Administrative Code §20.108), TEA may examine other sources of Contractor performance including, but not limited to, notices of termination, cure notices, assessments of liquidated damages, litigation, audit reports, and non-renewals of contracts. Any such investigations shall be at the sole discretion of TEA, and any negative findings, as determined by TEA, may result in non-award to the Contractor.

Agencies report satisfactory and exceptional Contractor performance to assist in determining best value. In accordance with Texas Government Code, §2155.074 and §2155.75, Contractor performance may be used as a factor in future contract awards.

Contractor performance information is located on the CPA website at http://www.cpa.state.tx.us/procurement/prog/vendor_performance/

TT. Termination: This Contract shall terminate upon full performance of all requirements contained in this Contract, unless otherwise extended or renewed as provided in accordance with the Contract terms and conditions.

- 1. Termination for Convenience:** TEA may terminate this Contract at any time, in whole or in part, without penalty, by providing fifteen (15) calendar days advance written notice to the other Party. In the event of such a termination, the Contractor shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. TEA shall be liable for reimbursing only those expenses incurred by the Contractor that are permitted, properly performed under this Contract and were incurred prior to the effective termination date.
- 2. Termination for Cause/Default:** If the Contractor fails to provide the goods or services contracted for according to the provisions of the Contract, or fails to comply with any of the terms or conditions of the Contract, TEA may, upon written notice of default to the Contractor, immediately terminate all or any

part of the Contract. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law or under the Contract.

TEA may exercise any other right, remedy or privilege which may be available to it under applicable law of the state and any other applicable law or may proceed by appropriate court action to enforce the provisions of the Contract, or to recover damages for the breach of any agreement being derived from the Contract. The exercise of any of the foregoing remedies will not constitute a termination of the Contract unless TEA notifies the Contractor in writing prior to the exercise of such remedy.

The Contractor shall remain liable for all covenants and indemnities under the Contract. The Contractor shall be liable for all costs and expenses, including court costs, incurred by TEA with respect to the enforcement of any of the remedies listed herein.

3. **Termination Due to Changes in Law:** If federal or state laws or regulations or other federal or state requirements are amended or judicially interpreted so that either Party cannot reasonably fulfill this Contract and if the Parties cannot agree to an amendment that would enable substantial continuation of the Contract, the Parties shall be discharged from any further obligations under this Contract.
4. **Rights upon Termination or Expiration of Contract:** In the event that the Contract is terminated for any reason, or upon its expiration, TEA shall retain ownership of all associated work products and documentation obtained from the Contractor under the Contract.
5. **Survival of Terms:** Termination of the Contract for any reason shall not release the Contractor from any liability or obligation set forth in the Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination, including the provisions regarding confidentiality, indemnification, transition, records, audit, property rights, dispute resolution, and invoice and fees verification.
6. **Contract Transition:** In the event a subsequent competitive solicitation is awarded to a New Contractor, the Outgoing Contractor shall hand-over to the New Contractor all "Works" including but not limited to the following: data, materials, database access, intellectual property, source code, training materials, access to websites, asset transfer, and maintenance of service commitments. The purpose of transition planning is to ensure a seamless and continuous service when changing from one contract to another. The Outgoing Contractor will begin shipping, transmitting or providing access to all appropriate materials and data to the New Contractor within 10 days of announcement of award at the New Contractor's expense for data processing and production, packing and shipping. The Outgoing Contractor will be responsible for providing the services identified in the Contract until all records have been completely transferred to the New Contractor. The Outgoing Contractor is responsible for performing due diligence to ensure that all the transition activities are identified and completed during the Contract Transition.

The Outgoing Contractor shall submit to TEA requested reports and data. TEA will not release the final invoice until all materials are returned to TEA or their designee. The TEA Project Manager shall approve the Transition Plan prior to its implementation. The Transition Plan must minimize the impacts on continuity of operations and maintain communication with the TEA Project Manager and the New Contractor.

- UU. Amendments:** All Amendments to this Contract will be in a manner as prescribed by the Agency Contracting Process and are, subject to Paragraph B of the Terms and Conditions and will be made on AMENDMENT TO TEXAS EDUCATION AGENCY STANDARD CONTRACT form. All Amendments will be initiated by the TEA Contracts staff. An Amendment to this Contract will become effective on the date of signature of TEA or the effective date shown on the Amendment document whichever is first.

If the initial major contract (defined as expected value of \$10M or more) solicitation document submitted to the CPA Contract Advisory Team (CAT) changes substantially, agencies are required to resubmit their solicitation documents(s) for CAT review. Changes in the major contract solicitation are considered substantial when: 1) the solicitation change caused the estimated value for the original term of the contract, not including renewal periods, to increase by 25% or more; 2) or there are significant revisions, deletions and/or additions to the specifications, statement of work (SOW), set(s) of deliverables, performance measures, payment methodology, etc.

1. The Contractor is permitted to re-budget among direct cost categories within tasks (less than 25%) in the approved budget to meet unanticipated requirements and to make limited changes to the approved budget without the issuance of a written Amendment as long as the total budget amount does not change. However, a revised budget document must be preapproved by the TEA Project Manager before the making the changes. Once approved, the documents must be submitted to the Contracts office for

incorporation into the Contract file. Failure to submit the budget documents will result in invoices being rejected or payment delayed.

2. Written Amendments are required for the following Contract changes:
 - a. Any revision which would result in the need for additional funding;
 - b. Any revision to the scope of work, deliverables, or objectives of the Contract (regardless of whether there is an associated budget revision requiring prior approval) additionally increases of 25% or more for Major Contracts must be approved by the Comptroller;
 - c. A request to extend the period of the Contract;
 - d. Cumulative transfers among direct cost categories/tasks which exceed or are expected to exceed 25% of the current total approved budget category/task;
 - e. Any reduction of funds or reduction in the scope of work;
 - f. Whenever a line item within a class/object code is added;
 - g. An increase in the quantity of capital outlay item(s) requested; and
 - h. An increase or decrease in the number of positions charged to Contract.

All Amendments must be signed by both parties.

VV. Payment: Payment for goods or services purchased with appropriated funds will be issued by electronic Direct Deposit from the State Treasury. Direct Deposit is the preferred method of payment. Any payment owed by an Agency must be transmitted electronically to the Contractor no later than 30 days after the later of:

- (1) Day on which the Agency received the goods;
- (2) Date the performance of the service under the contract is completed; or
- (3) Day on which the Agency received the complete and correct invoice for goods or services.

Invoices must be submitted to TEAAccountsPayable@tea.texas.gov , the TEA Project Manager and when applicable the designated Contract Manager.

Additional information and a Direct Deposit Authorization application may be found at: <https://fm.xcpa.state.tx.us/fm/payment/index.php>.

1. Payment for service(s) described in this Contract is contingent upon satisfactory completion of the **Deliverables and Services Review and Acceptance Process**. The Contractor must submit final deliverables to TEA for review and approval prior to invoicing. These include test items developed under the contract. "Final" deliverable means a deliverable that, in the belief and testimony of the Contractor, is in final completed form and in compliance with all required specifications as defined by project documentation and this contract. TEA will review each deliverable, including test items, submitted by the Contractor for quality and alignment to the deliverable definition agreed to under the "Deliverables and Services Definition Process". TEA will have fifteen (15) working days to approve a deliverable or request revisions to the deliverable. TEA must review and approve any deliverable before it may be invoiced by the Contractor. If TEA finds a submitted deliverable to be substandard or not in compliance with the deliverable definition agreed to under the "Deliverables and Services Definition Process", the Contractor will have ten (10) working days to address the quality or other compliance requirement and resubmit the deliverable. Additional costs incurred by the Contractor that result from repeated submissions and revising of substandard deliverables will be borne solely by the Contractor and not charged against the contract or to TEA. This process will apply to all deliverables and requirements of the Contract, including test items developed. This does not preclude an arrangement that allows the Contractor to bill against a deliverable as progress is made toward completing that deliverable, so long as documentation of such progress in a form and nature satisfactory to TEA is provided and is approved by TEA. It is up to the Contractor to request incremental billing based on progress towards a deliverable, and such a request must be approved by TEA prior to submission of any invoice by the Contractor. TEA reserves the right to reject and not provide payment for deliverables found to be substandard or not in compliance with the deliverable definition agreed to under the "Deliverables and Services Definition Process", including test items developed under the Contract. The Contractor is strongly encouraged to collaborate with TEA on draft versions of any deliverables or services and request review(s) of such draft versions before submitting a final version.
2. Retainage: TEA may withhold 5% or less of each payment as retainage for certain projects. Retainage fees shall be documented in the Contract and may not be arbitrarily imposed after execution of the Contract. The release of retainage may be requested in the final invoice.
3. Unless otherwise stated, payment under this Contract will be made upon performance of services based upon submission of an expenditure report/invoice, properly prepared and certified, outlining

expenditures by cost category. Include the contract number, purchase order number, and the Texas Comptroller of Public Accounts Texas Identification Number (TIN) on all invoices/expenditure reports. The cost categories provided in the expenditure report/invoice must coincide with the cost categories detailed in the approved budget. A list of tasks/activities performed during the invoice period must accompany the expenditure report/invoice. The final expenditure report/invoice is due within forty-five days after the end of the Contract. Payment on the final expenditure report is contingent upon receipt of all reports/products required by this Contract.

4. An encumbrance, accounts payable, and expenditure, as with all other contract accounting terms, will be as defined in the *Financial Accounting and Reporting Module of the TEA Financial Accountability System Resource Guide*. All goods must have been received and all services rendered by the ending date of this Contract in order for Contractor to include these costs as either expenditures or as accounts payable and, thereby, recover funds due. In no manner shall encumbrances be considered or reflected as accounts payable or as expenditures.
5. Contractor who is indebted or owes delinquent taxes to the State will have any payments under the Contract applied toward the debt or delinquent taxes owed the State until the amount is paid in full, regardless of when the debt or delinquency was incurred. TEA shall determine whether a payment law prohibits the Comptroller from issuing a warrant or initiating an electronic funds transfer to a person before TEA enters into a written contract with that person.

Contractor may verify their account status by accessing the Comptroller's website at https://fmxcpa.state.tx.us/fm/pubs/purchase/restricted/index.php?section=indebted&page=persons_indebted

WW. Prohibition of text messaging and emailing while driving during official federal grant business: Contractors and their staff, subcontractors, consultants etc. are prohibited from texting messaging while driving a government owned vehicle or while driving their own privately owned vehicle during official business, or from using government supplied electronic equipment to text message or email while driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership On Reducing Text Messaging While Driving," effective October 1, 2009.

XX. Insurance: Contractor represents and warrants that it will, within five (5) business days of being requested by the TEA, provide TEA with current certificates of insurance or other proof acceptable to TEA of the following insurance coverage:

Workers Compensation & Employers Liability: Contractor must maintain Workers' Compensation insurance coverage in accordance with statutory limits.

Workers Compensation: Statutory Limits
Employers Liability: Each Accident \$1,000,000
Disease- Each Employee \$1,000,000
Disease-Policy Limit \$1,000,000

This state of Texas website (Coverage starts with 406 of the Labor code) addresses what Texas requires may be found at: <http://www.tdi.texas.gov/wc/act/index.html>

Commercial General Liability: Occurrence based:
Bodily Injury and Property Damage
Each occurrence limit: \$1,000,000;
Aggregate limit: \$2,000,000;
Medical Expense each person: \$5,000;
Personal Injury and Advertising Liability: \$1,000,000;
Products /Completed Operations Aggregate Limit: \$2,000,000; and
Damage to Premises Rented to You: \$50,000

Contractor represents and warrants that all of the above coverage is with companies licensed in the state of Texas, with "A" rating from A.M. Best, and authorized to provide the corresponding coverage. Contractor also represents and warrants that all policies contain endorsements prohibiting cancellation except upon at least thirty (30) days prior written notice to TEA. Contractor represents and warrants that it shall maintain the above insurance coverage during the term of this Contract, and shall provide TEA with an executed copy of the policies immediately upon request.

YY. Force Majeure: Neither Contractor nor TEA shall be liable to the other for any delay in, or failure of performance, of any requirement included in any Contract resulting from this RFP 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, or other causes that are beyond the reasonable control of either party and that by 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. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

ZZ. Drug Free Workplace Policy: The Contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place requirements under the Code of Federal Regulations incorporated by reference and the Contractor shall comply with the relevant provisions thereof, including any amendments or revisions that may hereafter be issued.

AAA. Abandonment or Default: If the Contractor defaults on the Contract, TEA reserves the right to cancel the Contract without notice and either re-solicit or re-award the Contract to the next best responsive and responsible Contractor. The defaulting Contractor will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work significantly changed. The period of suspension will be determined by the Agency based on the seriousness of the default.

The Texas Government Code and Family Code sites referenced in this document may be viewed at: <http://www.statutes.legis.state.tx.us/>

The Texas Administrative Code site referenced in this document may be viewed at: [http://texreg.sos.state.tx.us/public/readtac\\$ext.viewtac](http://texreg.sos.state.tx.us/public/readtac$ext.viewtac)

Any terms and conditions attached to a solicitation will not be considered unless specifically referred to on this solicitation and may result in disqualification.

Special Provisions A – Program Specific & Memorandum of Understanding

1. If there is a conflict or ambiguity between or among the terms of the documents that constitute this Contract, and if the conflict or ambiguity cannot be resolved by construing the terms so as to harmonize all their terms, then the conflict or ambiguity shall be resolved with the following Contract documents prevailing in the order of priority:

Special Provisions - A, Program Specific Provisions; General Provisions of the Interagency Contract; The Interagency Contract, inclusive of all appendices; Amended and Restated Memorandum of Understanding between the Texas Education Agency and The University of Texas System dated August 30, 2006.

2. The General Provisions, Section C ("Indemnification"), is hereby deleted in its entirety and replaced with the following new provision:

"Contractor, to the extent permitted by the Constitution and laws of the State of Texas, shall hold TEA harmless from and shall indemnify TEA against any and all claims, demands, and causes of action of whatever kind or nature asserted by any third party and occurring or in any way incident to, arising from, or in connection with any negligent acts of Contractor in performance of the Contract Project. For purposes of this paragraph, Contractor shall mean the University of Texas System, its agents and employees only."

3. The General Provisions, Section I ("Intellectual Property Ownership") on page 8 is hereby deleted in its entirety and replaced with the following new provision relating to intellectual property:

"The Amended and Restated Memorandum of Understanding between the Texas Education Agency and The University of Texas System dated August 30, 2006 (MOU) governs the creation of intellectual property under this Contract. Specifically, any work created hereunder shall be considered a "joint work" under United States copyright law and shall be jointly owned by TEA and UTS as described in the MOU (see Exhibit A for a copy of the MOU)."

4. The General Provisions, Section XX ("Insurance"), is hereby deleted in its entirety and replaced with the following insurance language:

"As an agency of the State of Texas, The University of Texas at Austin hereby agrees to maintain the highest levels of insurance as required by applicable law. The University is self-insured with respect to Worker's Compensation Insurance (Texas Labor Code title 5, Chapter 503, Workers' Compensation Insurance for Employees of The University of Texas System). Under the law of the State of Texas The University is unable to obtain Employer's Liability, Comprehensive General or Public Liability, and Comprehensive Automobile Insurance. In lieu of this, the Texas Tort Claims Act provides for remedies against the State for legal proceedings for claimants for personal injuries or death (Texas Civil Code Title 5, Chapter 101, Governmental Liability)."

5. The General Provisions, Section QQ ("Proprietary; Confidential Information; Nondisclosure; Press Release"), is hereby deleted in its entirety and replaced with the following language:

"All information gathered, produced, derived, obtained, analyzed, controlled or accessed by Contractor in connection with a contract resulting from a solicitation, which is deemed confidential by law ("Confidential Information"), shall be and remain Confidential Information and shall not be released or disclosed by Contractor without prior written consent of TEA, which consent must specific identify the Confidential Information to be disclosed by Contractor and the

nature for the disclosure for which consent is sought. Contractor, its employees and subcontractors, agree that in executing tasks on behalf of TEA.

Contractor will indemnify and hold harmless the State of Texas, its officers and employees, and TEA, its officers and employees for any claims or damages that arise from the disclosure by Contractor or its Contractors of information held by the State of Texas, except when defined as part of the Work under this contract.

Contractor will not make any press releases, public statements, or advertisements referring to the Project or the engagement of Contractor in connection with the Project, or release any information relative to the Project for the purpose of public media without the prior written consent of TEA. Notwithstanding the foregoing, nothing shall restrict Contractor from disclosing the existence of this contract and the scope of the Project in general terms in accordance with Contractor's reporting and tracking practices as a state agency, or as required by any operation of law."

6. The General Provisions, Section TT ("Termination"), Subsection 1 is hereby deleted in its entirety and replaced with the following language:

"Either Party may terminate this Contract at any time, in whole or in part, without penalty, by providing fifteen (15) calendar days advance written notice to the other Party. In the event of such a termination, the Contractor shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. TEA shall be liable for reimbursing only those expenditures incurred by the Contractor that are permitted, properly performed under this Contract and were incurred prior to the effective termination date."

7. Performing Party will not solicit additional business from training participants before, during and for six (6) months after each training.

**AMENDED AND RESTATED
MEMORANDUM OF UNDERSTANDING
Between THE TEXAS EDUCATION AGENCY ("TEA") and THE UNIVERSITY
OF TEXAS SYSTEM ("UTS") Regarding Copyrights in Works Created
by UTS Component Institutions with TEA Funding**

PURPOSE:

The purpose of the Memorandum of Understanding (MOU) is to establish the respective responsibilities and roles of each participating agency with respect to ownership and use of copyrights in works created with funding through TEA.

BACKGROUND:

The parties have previously entered into one or more agreements detailing how copyrights in materials created by a UTS component institution with funding through TEA would be owned and managed. They now desire to consolidate and amend the terms of their earlier agreements. This document describes their consolidated and amended agreement, and hereby terminates the earlier agreements, superseding the earlier terms.

PARTICIPATING AGENCIES:

UTS and TEA are the participants in this MOU regarding copyright.

BINDING:

All aspects of this agreement regarding copyrights are binding upon TEA, UTS and UTS's component institutions.

AREAS OF AGREEMENT IDENTIFIED IN DETAIL BELOW:

- Ownership of existing copyrights
 - Copyright of new course content
 - Distribution and pricing
 - Licensing
 - Dispute resolution
 - Royalties
 - Revisions
 - Enforcement
 - Audit rights; records; reports
-
- FURTHER DETAILS REGARDING THE ABOVE AREAS OF AGREEMENT:

- **Ownership of Existing Copyrights**

UTS or its component institutions shall maintain exclusive ownership of their pre-existing content, including but not limited to the materials described in any funding agreement or amendment thereto executed by a component institution and TEA.

- **Copyright and Use of New Course Content, Materials, and Products**

All course content, materials and products created by a UTS component, its employees, agents, consultants or subcontractors arising out of a contract project as may be specifically described in any funding agreement or amendment thereto executed by a UTS component institution and TEA shall be the joint property of UTS or its component and TEA, and any use thereof must be licensed as set forth herein. Unless otherwise provided, UTS shall be responsible for all administrative responsibilities associated with the activities set forth herein. UTS shall be responsible for filing all copyright and trademark, etc. registrations for materials jointly owned by the parties.

- **Faculty and Graduate Student Research Results**

In accordance with UTS's mission to publish the results of its research and its Intellectual Property Policy, which allocates ownership of publications containing research results to their authors, the faculty and students who conduct research pursuant to this agreement shall own and be free to publish the results.

- **Commercial Activity Not Expected**

UTS and TEA do not anticipate any use for the deliverables hereunder outside the work-scope. The parties agree, however, that they shall jointly own the copyright therein and that if it appears likely that a work whose creation was funded through this contract may be commercialized by either of them, in consideration of the funding provided hereunder by TEA and the work performed by UTS, they will agree upon royalty-sharing and other provisions as set forth in this MOU. For purposes of this section, commercialized shall mean commercial sales or licenses of a work product to entities for their independent use outside the scope of uses contemplated by the project receiving TEA funding.

- **Distribution and Pricing**

All course content for which TEA and UTS or its component institutions hold joint copyright ownership shall be distributed within the State of Texas in accordance with instructions set forth in the funding agreement for that particular project.

- **Royalties**

TEA and UTS shall share Net Royalties (defined below) from the licensing

of all materials for which TEA and UTS hold joint copyright ownership evenly (50/50); provided that such royalty-sharing percentage shall be equitably adjusted by mutual agreement of the parties when TEA funding supports the further development, significant modification or improvement of preexisting materials that were created with non-TEA funding.

Net Royalties shall mean gross royalties received by UTS from the sale or license of products covered hereunder, less amounts UTS actually paid or allowed for direct costs to manufacture, distribute, print or otherwise create the product sold or licensed, direct costs for intellectual property protection and enforcement and costs to service licensees, if any.

- **Licensing**

Parties acknowledge that UTS or its component institutions may provide course content to secondary school students or students enrolled in a degree program at a UT System component institution, and charge tuition and fees. Such tuition does not constitute commercial activity to which royalty-sharing provisions would apply. Any transfer of materials, including but not limited to course content, jointly owned by TEA and UTS or a component institution to a third party giving that party the right to provide access to such content to said students independently of the component institution, would constitute commercial activity to which the royalty sharing provisions below would apply. UTS shall exclusively hold the right to license rights to materials for which TEA and UTS or a component institution hold joint copyright ownership. UTS, in its discretion, may grant back to TEA a limited right to license rights in jointly owned materials. Final authority with respect to decisions affecting licensing shall remain with UTS.

- **Dispute Resolution**

Disputes between TEA and UTS relating to contract interpretation or performance shall be resolved by a committee with one member appointed by TEA, one member appointed by UTS, and one member agreed upon by TEA and UTS.

- **Revisions**

UTS shall retain the right to revise the materials for which TEA and UTS hold joint copyright ownership in accordance with academic standards. UTS further agrees to update materials for which TEA and UTS or a component institution hold joint copyright ownership upon the receipt of a written request and appropriate funding. In the event that UTS agrees that the revision of jointly owned materials is needed in order to maintain the academic integrity of the materials, but is unable or unwilling within a reasonable time specified by TEA to provide the revision after TEA has requested it, TEA may arrange for such revisions and may display, in the revised work and in any promotional materials, the name of the person or persons who performed the revision. All revisions to materials that will be

distributed to Texas public and charter schools must be approved by UTS and TEA.

For purposes of this section, a revision subject to the provisions of this section includes changes to the jointly owned course materials based on research findings that update or modify it to keep it current, accurate and appropriate for its intended purpose. Revisions expressly do not include changes to UTS's or a component's pre-existing content, including but not limited to the materials described in a funding agreement or amendment thereto as pre-existing, or changes that would create a work fundamentally different from the materials originally created pursuant to this contract, or that change the character of the work, its overall scope or its philosophical basis.

- Enforcement

UTS shall enforce the copyrights in the materials for which TEA and UTS hold joint copyright ownership. If UTS refuses or fails to enforce a copyright in the materials, TEA may take legal action to enforce the copyright.

- Audit Rights; Records; Reports

The parties anticipate that UTS, as the party with the exclusive right to license the materials, will likely be the party that would commercialize the materials subject to royalty-sharing provisions, but it is possible that TEA could do so also, if permitted by UTS. Regardless of who commercializes materials, during the term of this Agreement and for 3 years thereafter, the Licensing Party agrees to keep complete and accurate records of its and its sublicense(s)' sales of products covered by this Agreement in sufficient detail to enable the amounts payable hereunder to be determined. Licensing Party agrees to permit the party receiving a share of royalty income ("Royalty Recipient") or its representatives, at Royalty Recipient's expense, to periodically examine Licensing Party's books, ledgers, and records during regular business hours, with 14 days advance notice, for the purpose of and to the extent necessary to verify any report required under this Agreement. Licensing Party agrees to make available to Royalty Recipient the Licensing Party's personnel who are familiar with the books and records to explain the books and records as needed for audit or inspection. If the amounts due to Royalty Recipient are determined to have been underpaid by three percent (3%) or more, Licensing Party will pay the cost of the examination up to a maximum amount of \$5000.00, and accrued interest at three percent (3%) above the current Prime Rate or, if not permissible under state law, that amount that is permissible under state law.

Beginning immediately after the effective date of this Agreement, Licensing Party will deliver to Royalty Recipient true and accurate written reports, even if no payments are due, within 60 days after Licensing Party receives sales reports from its sublicensee(s) (in most cases, quarterly), giving the

particulars of the business conducted by Licensing Party and its sublicensee(s), if any exist, as are pertinent to calculating payments hereunder. This report will include at least:

- a. the total sales of products covered by this Agreement;
- b. the calculation of Net Royalties, as set forth above;
- c. the calculation of Royalty Recipient's royalty share based on Net Royalties.

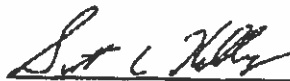
Simultaneously with the delivery of each report, Licensing Party will pay to Royalty Recipient the amount, if any, due for the period of each report.

In witness whereof, the parties have caused their duly authorized representatives to sign this Agreement.

The The Texas Education Agency



Adam Jones
Scott Associate Commissioner
Executive Finance and Information Technology Affairs



Scott

Date: 08/30/08

Special Provisions - B

Certification Regarding Debarment, Ineligibility and Voluntary Exclusion (Required for all federally-funded contracts)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). The regulations may be viewed and downloaded from the website: <http://www.sba.gov/sites/default/files/files/SBA%201624.pdf>

READ INSTRUCTIONS ON NEXT PAGE BEFORE COMPLETING CERTIFICATION

CERTIFYING STATEMENT

- (1) The prospective lower tier participant certifies, by submission of this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Contract.

The University of Texas at Austin

12/19/16

Business Name

Date

David Hawkins, Associate Director, Office of Sponsored Projects

Name and Title of Authorized Representative


Signature of Authorized Representative

SBA Form 1624 (12/92)

SPECIAL PROVISIONS - B
INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the contracting director if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the agency's contracting office for assistance in obtaining a copy of those regulations (13CFR Part 145).
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not aware that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Special Provisions - C
Part A
Lobbying Certification
(Required for all federally-funded contracts greater than \$100,000)

Submission of this certification is required by the U.S. Department of Education pursuant to 31 U.S.C. 1352. It is a prerequisite for entering into a contract or subcontract over \$100,000 with any entity. (See next page of this schedule for further instructions.)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, Special Provisions D Part B "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact on which the U.S. Department of Education and the Texas Education Agency relied when it made or entered into this grant or Contract. Any organization that fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The University of Texas at Austin

Organization Name

David Hawkins, Associate Director, Office of Sponsored Projects

Name and Title of Authorized Representative

Signature

Date

OMB 0348-0046

7-97

GENERAL INSTRUCTIONS FOR SPECIAL PROVISIONS - C
PART A
LOBBYING CERTIFICATION

This is a Congress of the United States and the U. S. Department of Education requirement. The Contractor must submit this schedule to TEA for a federal-funded contract(s) with an approved amount in excess of \$100,000. TEA will be unable to pay for any obligations established by the Contractor unless this schedule is submitted.

In addition, if the Contractor makes a subgrant or subcontract in excess of \$100,000 to another organization of any type, then the Contractor shall require this form to be filed with and retained by the Contractor. According to federal law, failure to obtain the certification subjects the Contractor to civil penalties.

- (1) This certification states that the Contractor is prohibited from using federal funds for influencing or attempting to influence any member of Congress or its employees or any federal agency employee concerning the making or awarding of a federal grant.
- (2) This certification states that the Contractor is prohibited from using federal funds for influencing or attempting to influence any member of Congress or its employees or any federal agency employee concerning the making or awarding of a federal grant.
- (3) This certification also states that if the Contractor pays or has paid any funds other than federal funds to any one person or organization for influencing or attempting to influence any member of Congress or its employees, or any federal agency employee concerning the making or awarding of a federal grant, that the Contractor will disclose to whom payments were made, how much money was involved and the type of work involved. The Contractors must use Special Provisions D Part B, Disclosure of Lobbying Activities for complying with this disclosure requirement. The Contractor shall require this form to be filed with the Contractor on any subgrants or subcontracts it makes in excess of \$100,000 if funds have been spent as stipulated in this paragraph. The Contractor will then forward a legible copy of Special Provisions D Part B, Disclosure of Lobbying Activities to the Texas Education Agency.

Additionally, this certification requires the Contractor to incorporate the language of this certification into any award or Contract documents for awarding subgrants or subcontracts that exceed \$100,000 and that subgrantees and subcontractors shall certify and disclose accordingly.

TEXAS EDUCATION AGENCY
Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities for lobbying services procured (pursuant to Title 31 U.S.C. §1352). This disclosure form is required for any federal grant/contract received in excess of \$100,000 and on any subgrant/subcontract made by the grantee/contractor. (Read the instructions for this schedule for further information.)

Do not complete this disclosure form unless lobbying activities are being disclosed.

1. Type of Federal Action: <input type="checkbox"/> Contract <input type="checkbox"/> Grant <input type="checkbox"/> Cooperative Agreement	2. Status of Federal Action <input type="checkbox"/> Bid/Offer/Application <input type="checkbox"/> Initial Award <input type="checkbox"/> Post-award	3. Report Type <input type="checkbox"/> Initial Filing <input type="checkbox"/> Material Change For Material Change Only: Year _____ Quarter _____ Date of Last Report: _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Subawardee Tier _____, if known: _____ Congressional District, if known: _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Texas Education Agency 1701 N. Congress Avenue Austin, Texas 78701 Congressional District: 10
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. A) Name and Address of Lobbying Entity <i>(If individual, Last name, First name, MI):</i>	B) Individuals Performing Services (include address, if different from 10 A) <i>(Last name, First name, MI):</i>	
11. Amount of Payment \$ _____ 12. Form of Payment _____ 13. Type of Payment <input type="checkbox"/> retainer <input type="checkbox"/> one-time fee <input type="checkbox"/> commission	14. Brief Description of Services Performed	
15. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to Title 31 U.S.C. §1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No: _____ Date: _____
Federal Use Only:		Authorized for Local Reproduction Standard Form—LLL (Rev. 7-97)

GENERAL INSTRUCTIONS FOR SPECIAL PROVISIONS - C
PART B
DISCLOSURE OF LOBBYING ACTIVITIES

The filing of this form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

Each organization shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such organization. An event that materially affects the accuracy of the information reported includes:

- (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - (b) A change in the organization(s) or individual(s) influencing or attempting to influence a covered Federal action; or
 - (c) A change in the officer(s), employee(s), or Member(s) of Congress contacted to influence or attempt to influence a covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include congressional district, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards, include but are not limited to, subcontracts, subgrants and contract awards under grants.
 5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include congressional district, if known.
 6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
 7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
 8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-701-16-XXX."
 9. For a covered Federal action where there has been an award by the Federal agency, enter the Federal amount of the award for the prime entity identified in item 4 or 5.
 10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

The certifying official shall sign and date the form, print his/her name, title, and telephone number.