

STATE OF TEXAS §
COUNTY OF TRAVIS §

Division Number:	213	Program Name:	CTE Advanced Technical Credit Program
Org. Code:	711P	Funding Authority:	Public Law 109-270; Carl D Perkins Career and Technical Education Improvement Act of 2006; RFP 701-16-031
Speed Chart:	8P478	Payee ID:	1820569407
Payee Name:	Educational Policy Improvement Center	PO #:	36843
Contract #:	3556		

Amendment: 2

**AMENDMENT TO STANDARD CONTRACT
BETWEEN
TEXAS EDUCATION AGENCY
AND**

Educational Policy Improvement Center - EPIC

It is mutually understood and agreed by and between the undersigned contracting parties of the above numbered contract to amend said Contract effective **September 1, 2017**, as follows:

ARTICLE II. PERIOD OF CONTRACT

TEA is exercising the final option to renew this contract for the period of September 1, 2017, through August 31, 2018, as allowed in the original contract term.

ARTICLE III. PURPOSE OF CONTRACT

The Contractor will continue to provide services and products needed to promote effective secondary and post-secondary partnerships according to specifications stated in the original contract and any subsequent amendments.

ARTICLE IV. PAYMENT UNDER CONTRACT

A detailed Task/Activity Plan, labeled Attachment A, is attached hereto and incorporated herein to this contract.

Contract Amount	\$447,289.00
Amendment Amount	\$300,000.00
Revised Contract Total	\$747,289.00

Updated Contract Terms and Conditions dated May 22, 2017, are attached and incorporated herein. All other terms and conditions of the original contract and amendments remain the same and are incorporated herein as if specifically written.

It is agreed and accepted by a person authorized to bind Contractor that all Terms and Conditions of this Amendment are effective commencing on the above date.

Dr. Matt Coleman
Executive Director & Chief Academic Officer


Authorized Signature

This section reserved for Agency use.

I, an authorized official of Agency, hereby certify that this contract is in compliance with the authorizing program statute and applicable regulations and authorize the services to be performed as written above.

AGREED and accepted on behalf of Agency this 21st day of August, 2017 (month/year) by a person authorized to bind Agency.

Return electronic copy to:
TEAContracts@tea.texas.gov
Norma Barrera, Purchasing and Contracts
Texas Education Agency
1701 North Congress Avenue, Room 2-125
Austin, Texas 78701-1494


Kara Belew
Deputy Commissioner of Finance Administration

Task/Activity Plan (9/1/17 - 8/31/18)

Task/Activity Numbers	Projected Completion Date	Status	Projected Cost
Task 1: Project Management and Evaluation (Person Responsible: Dr. Kristine Chadwick, Principal Program Administrator)			
Activity 1.1. Client and internal team meetings	Ongoing		
Activity 1.2. Monthly budget reporting and quarterly task and performance indicator reporting	Ongoing		
Total Task 1			\$26,350.77
Task 2: Program Leadership Support (Person Responsible: Dr. Kristine Chadwick, Principal Program Administrator)			
Activity 2.1. Organize and facilitate Leadership Committee Meetings	Ongoing		
Activity 2.2. Update bylaws	9/30/2017		
Activity 2.3. Update ATC Program Policies and Procedures document	1/31/2018		
Activity 2.4. Recruit for empty positions on Leadership Committee	6/30/2018		
Total Task 2			\$79,123.50
Task 3: Course Alignment and Teacher Training (Person Responsible: Dr. Erin Fukuda, Alignment & Training Lead)			
Activity 3.1. Complete alignment meetings and research on breadth of course offerings for courses considered for the Statewide Articulated Course Crosswalk for academic year 2018–19.	9/30/2017		
Activity 3.2. Update and present to the Leadership Committee for approval the Statewide Articulated Course Crosswalk for academic year 2018–19.	10/31/17		
Activity 3.3. Document the strategic plan for reviewing courses for alignment committee and addition to/editing of Crosswalk. (Build an archive of alignment data to inform strategic (a) rotation of career clusters to target year-to-year and/or (b) selection of courses to propose for alignment or to revisit alignment.)	12/31/2017		
Activity 3.4. Continue to offer access to Part I and Part II training modules.	Ongoing		
Activity 3.5. Create or update Part II Training modules for new and revised courses on the 2018–19 Crosswalk.	3/31/2018		
Activity 3.6. Complete research and begin facilitation of alignment meetings for courses considered or in need of review for the Statewide Articulated Course Crosswalk for academic year 2019–20.	8/31/2018		
Total Task 3			\$87,343.60
Task 4: High School Teacher Screening (Persons Responsible: Emily Miller, Teacher Screening Lead)			
Activity 4.1. Verify accreditation of institutions issuing teacher transcripts.	Ongoing		
Activity 4.2. Document teacher certifications and licensure.	Ongoing		
Activity 4.3. Screen teacher applications.	Ongoing		
Total Task 4			\$30,249.73

Task/Activity Plan (9/1/17 - 8/31/18)

Task 5: Program Outreach (Person Responsible: Dr. Kristine Chadwick, Principal Program Administrator)			
Activity 5.1. Survey all community and technical colleges in Texas to update list of colleges that are participating in ATC.	3/31/2018		
Activity 5.4. Exhibit and possibly present at the Texas Association of College Technical Educators Conference (April 2018)	4/30/2018		
Activity 5.3. Exhibit and possibly present at Texas Community College Instructional Administrators Summer conference (June 3–5, 2018, La Torretta Lake Resort and Spa, Montgomery)	6/30/2018		
Activity 5.4. Exhibit and possibly present at Career & Technical Association of Texas' Summer TCEC Conference (July 2018)	7/31/2018		
Activity 5.5. Exhibit and possibly present at either the 2018 Family and Consumer Sciences Teachers Association of Texas Summer Conference (date/location TBD) or the 2018 Texas Industrial Vocational Association Summer Professional Development Conference (Omni Mandalay, Irving; July 16–20, 2018)	8/31/2018		
Total Task 5			\$51,383.55
Task 6: Website Upgrades and Maintenance (Person Responsible: Emily Miller, Teacher Screening Lead)			
Activity 6.1. Continue hosting website and answering questions that come to support@atctexas.org	Ongoing		
Activity 6.2. Enhance teacher application section of website by adding certification/license upload feature and an application editing feature	3/31/2018		
Activity 6.3. Add Official Transcript Receipt Status to teacher dashboard	11/30/2017		
Activity 6.4. Enhance website administration features, including: -Create Merge feature on Manage Teacher page to allow merging of duplicate teacher accounts -Add toggle feature to course and district and school management pages -Clean and modify the institutions table (colleges) to associate each with a city and state -Create database table and Admin page tool to manage tracking and verification of certificates and licenses -Add feature on Teacher Status page for Admins to leave notes on screening process -Add accreditation toggle for institutions—two- and four-year colleges (must be selected when added to institutions table)	8/31/2018		
Activity 6.5. Enhance reporting features on ATC website, including adding a Teacher Screening Status Report to the ATC Reports page and creating a report that sorts by ATC-approved course all the districts and schools at which there is a faculty member approved to teach the ATC course	5/31/2018		
Activity 6.6. Update resources documents linked as PDFs on the website (e.g., Guide to the Advanced Technical Credit Program: A Resource for College Registrars and Student Advisors)	6/31/2018		
Total Task 6			\$25,548.85
Total 2017–18 Contract Year			\$300,000.00

Updated Terms and Conditions as of May 22, 2017

- B. Funding Out Clause:** This Contract is contingent upon the availability of funding. If funds become unavailable through lack of appropriations, legislative or executive budget cuts, amendment of the Appropriations Act, state agency consolidations, or any other disruptions of current appropriations, 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.
- D. Assignments, Transfers, Subcontracting and Substitutions:** Contractor shall not assign, transfer, subcontract or substitute 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 TEA HUB Coordinator before staffing changes are initiated. Substitutions are not permitted without written approval of TEA Project Manager. The awarded Contractor will be responsible for maintaining business records documenting compliance with HUB Program requirements. Contractor shall submit a Progress Assessment Report (PAR) monthly documenting all subcontractor payments made in the preceding month. Submission of the PAR is a condition for payment. The selected Contractor shall also report all 2nd and 3rd Tier subcontracting in the monthly PAR. PAR's are due no later than the 10th day of the following month. The PAR is required to be submitted monthly, even if no activity occurred for the month. Reports shall be submitted electronically to the HUBOffice@tea.texas.gov. In addition to the PAR, Contractor shall also create and maintain a monitoring report to document that it is diligently monitoring and enforcing subcontractor compliance with the Contract. When requested by TEA, Contractor shall furnish TEA with satisfactory proof of its compliance with this provision.

K. Information Security Requirements, Proprietary, FERPA, and Confidential Information:

Access to TEA Confidential 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 TEA Confidential 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 TEA Confidential Information only for the purposes for which it is authorized. TEA reserves the right to review Contractor's security policy to ensure that any data that is on 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 TEA Confidential 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 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 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 documentation that the sanitization has been completed. The documents must be certified by an authorized agent of the company.

FERPA

Contractor, its employees and subcontractor's, 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 60 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.

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 TEA Confidential Information ("Security Incident"). Within 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 30 days of TEA's written request, then TEA shall have the right to collect such costs.

- O. Governing Law, Venue, and Jurisdiction:** Subject to and without waiving any of TEA'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 the solicitation, this Contract, and any resulting contract or purchase order shall be in a court of competent jurisdiction in Travis County, Texas.
- 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, General Provisions of the Elementary and Secondary Education Act, as amended; and
 9. General Education Provisions Act, as amended.

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

- KK. Electronic and Information Resources Accessibility Standards:** State agencies shall procure products which comply with the State of Texas Accessibility requirements for Electronic Information Resources specified in 1 TAC Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

Regulations updating the accessibility requirements for entities covered by Section 508 of the Rehabilitation Act of 1973 have been adopted in FY 2015. Therefore, all current and potential contractors are hereby notified of the changes. 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 required to meet when procuring products and services. The Texas Department of Information Resources is modifying the TAC rules to align with it.

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

1. It is technically difficult and expensive to bring these websites/applications to WCAG 2.0 AA later.
2. WG 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](#)

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 vendor must contract with a third party with expertise and a proven track record in accessibility testing. This company must evaluate the site and produce a report that verifies the site is compliant to (WCAG) 2.0 AA.

The awarded Contractor must employ real users with disabilities for manual testing. Contractor must 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. Contractor shall validate, by title, if all accessibility requirements have been met.

NN. Nondisclosure; Press Releases: All information gathered, produced, derived, obtained, analyzed, controlled or Accessed by Contractor in connection with this Contract shall be and remain confidential and shall not be released or disclosed by Contractor without the prior written consent of TEA.

OO. Independent Contractor: Contractor or Contractor's employees, representatives, agents and any subcontractors shall serve as an independent contractor in providing the services under any purchase order resulting from this Contract. Contractor or Contractor's employees, representatives, agents and any subcontractors shall not be employees of TEA. Should Contractor subcontract any of the services required in this Contract, Contractor expressly understands and acknowledges that in entering into such subcontract(s), TEA is in no manner liable to any subcontractor(s) of Contractor. In no event shall this provision relieve bidder of the responsibility for ensuring that the services rendered under all subcontracts are rendered in compliance with this Contract.

PP. Contractor Performance and Past Performance: TEA is required to submit Contractor Performance reports under Texas Government Code, [§2262.055](#), and 34 Texas Administrative Code (TAC), [§20.509](#) and [§20.115](#). Govt. Code [§2155.089](#) requires agencies to report contractor performance for purchases over \$25,000. Agencies are also encouraged to report contractor performance on purchases under \$25,000 and associated with contracts and purchase orders issued throughout the life of a contract or purchase order, not just at its conclusion. The Comptroller's [Vendor Performance Tracking System](#) (VPTS) provides the state procurement community with a comprehensive tool for evaluating vendor performance to reduce risk in the contract awarding process. Historic reports submitted prior to February 10th, 2017 were graded on a satisfactory or unsatisfactory scale. The score will be displayed as "Legacy Satisfactory" or "Legacy Unsatisfactory." The Contractor must have a score of "Legacy Satisfactory" or, for scores submitted after February 10, 2017, a Contractor must reflect a letter grade of 'A'."

TEA may conduct reference checks with other entities regarding past performance of Respondent or its subcontractors. In addition to evaluating performance through the VPTS, 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. Such sources of contractor performance may include any governmental entity, whether an agency or political subdivision of the State of Texas, another state, or the Federal government. Further, TEA may initiate such examinations of contractor performance based upon media reports. Any such investigations shall be at the sole discretion of TEA, and any negative findings, as determined by TEA, may result in a non-award to Respondent. The VPTS is located on Comptroller's website at: <https://www.comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/>.