

Context and Purpose

Texas law requires that students not receiving approaches or higher on STAAR or an End of Course exam receive accelerated instruction. House Bill 1416, 88(R) updated these requirements and provides that the Texas Education Agency (TEA) shall approve automated, computerized, or other augmented method products for providing accelerated instruction. Approved products may be used to waive the 4 to 1 student to tutor ratio required in statute if evidence indicates that the product is more effective than individual or group instruction. This evidence must reflect that high fidelity usage of the product yields higher student outcomes than students who did not use the product. LEAs may still use any curricular tool they choose to meet accelerated instruction requirements, but only products approved through the HB 1416 Ratio Waiver List qualify for the waiver of the 4 to 1 student to teacher ratio.

The purpose of this document is to detail requirements for vendors approved for this list. Non-compliance with any of the following requirements may result in removal from this list.

Terms used in this section.

1. **Defined Terms:** The following capitalized terms have the meanings specified below.
 - (a) *Response* is what a Vendor submits in response to the following specific information:
HB 1416 Ratio Waiver List Application.
 - (b) *Vendor* means the party who is providing the materials or services to an LEA, provided that, prior to list approval, Vendor means the person or entity who provides a Response (i.e., a “Respondent”).
 - (c) *LEA* means a Texas local educational agency—including a school district or open-enrollment charter school.
 - (d) *TEA* means the Texas Education Agency.
 - (e) *State* means the State of Texas.
 - (f) *Education Research Center* houses Texas data and facilitates research that benefits all levels of education in Texas.
 - (g) *Technology Platform* means the software and infrastructure (including but not limited to Vendor’s software application or applications and any third-party or other software, and all new versions, updates, revisions, improvements, and modifications) in a hosted environment provided by Vendor to which TEA and/or Any Authorized User is being granted access via web site, designated IP address(es), or APIs.
 - (h) *Authorized User* shall mean (i) TEA, (ii) any LEA, school district staff member, teacher, tutor, parent, student and/or resident (whether currently in-state or temporarily outside the state), and (iii) any other third party and its or their staff or personnel serving or acting on behalf of any of the Authorized Users named in (i) or (ii) above.

- (i) FERPA means the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99), the regulations issued pursuant thereto, and any amendments thereto.

Programmatic Requirements

2. Price discrimination

- a. Vendors agree to offer any LEA the same favorable pricing and terms offered to another LEA and to automatically reduce the price of any good or service sold to LEAs to the extent that, and at the same time as, the price is reduced or offered to be reduced elsewhere in the United States.

3. Outcomes Data

- a. For initial approval, Vendor will provide an outcomes study evaluating product efficacy that will include to the extent possible the following information: demographic indicators such as race, gender identification, age, grade; group ratios; number of participating Texas students and school districts; product components; minimum dosage, and outcomes related to student usage, student performance, and student growth. Product efficacy study evaluation will analyze these areas:
 - i. Inclusion of a broad range of students and school districts in Texas
 - ii. Identification of product components
 - iii. Definition and measurement of the fidelity usage as indicated by product assertions
 - iv. Improved student outcomes that can be attributed to the intervention provided by the product
 - v. Demonstration of study reliability
 - vi. A design of the study that allows for strong claims to be made about the outcomes
 - vii. Inclusion of length of treatment as part of the study
- b. Vendor whose product is approved for the 2024-2025 TEA HB 1416 Ratio Waiver List will be required to satisfy renewal criteria for the 2026-2027 school year. Timelines and renewal data submission deadlines will be provided as part of the renewal information packet. For renewal approval:
 - i. Vendor will provide an annual STAAR outcomes study evaluating the impact of product usage on student STAAR outcomes that will detail approach, methodology, findings, and implications from study with data and coding to enable independent execution of evaluation. Criteria noted in 3a are applicable to this study. TEA may add additional subgroups for data disaggregation— emergent bilingual, educationally disadvantaged, special education, at-risk, G/T, etc.
 - ii. In order to access STAAR data necessary to conduct STAAR analysis that meets TEA-defined criteria, Vendor will need to obtain access to a state-approved Education Research Center. Vendor is responsible for any associated costs.
- c. Upon request, Vendor will provide any data related to the use of their product by Texas students to support any components of the efficacy study and use of the respective product by LEAs as outlined in 19 TAC Chapter 104, including but not limited to Vendor name, product name, district name, district CDN, campus name, campus CDN, class ID, grade, year, reporting period, reporting date, product ID, SIS ID, Texas student unique ID, student date entered, student date exited, usage login, usage minutes, and usage mastery.
- d. All data provided and final reports are subject to TEA approval.

4. Product Suitability

- a. Vendors represent and warrant that all products and/or content accessible within a product provided to LEAs are and shall:
 - i. Be compliant and consistent with the following laws and regulations to protect Texas students from obscene or harmful content:
 - 1. the Children's Internet Protection Act, Pub. L. No. 106-554, 114 Stat. 2763A335 (2000);
 - 2. Section 28.0022 of the Texas Education Code;
 - 3. Section 43.22 of the Texas Penal Code (meaning no violation of such Penal Code section); and
 - 4. any other law or regulation that protects students from obscene or harmful content;and
 - ii. Not undermine, subvert or impede any LEA's compliance with federal and state law, including but not limited to Section 31.1011(a)(1) of the Texas Education Code, which requires that districts and charter schools must certify annually, for each subject and grade level in their curriculum, that (1) they provide each student with instructional materials that cover all elements of the essential knowledge and skills adopted by the State Board of Education for that subject and grade level, and (2) that students are protected from obscene or harmful content in compliance with Section (4)(a)(i) above; and
 - iii. Vendor's materials must meet and maintain compliance with the approved [SBOE suitability rubric](#).
- b. Any content in a product approved under this list that is determined to be in violation of this policy must be corrected within 15 days of notification from TEA. Furthermore, vendors must report to TEA any feedback shared from participating districts, schools, or educators that may be in violation of state laws within 15 days of receiving the feedback.

5. Vendor Logs

- a. Feedback log- As an approved product on the HB 1416 Ratio Waiver List, Vendor must:
 - i. Develop a method for soliciting and collecting feedback from LEAs regarding suitability and appropriateness for a variety of student groups;
 - ii. Respond to LEA feedback with the intended vendor action including a date by which that action, if an action is expected to be implemented, will be complete; and
 - iii. Share this feedback log with TEA within 15 days of receiving the feedback via email to accelerated.instruction@tea.texas.gov.
- b. TEA reserves the right to remove vendors from the HB 1416 Ratio Waiver List based on inappropriate or unsuitable content included in approved products.
- c. HB 1416 Ratio Waiver List performance tracker- Vendor will maintain a log that lists any programmatic issue with the product and shows how Vendor resolved the issue, how long it took to resolve the issue, and how Vendor communicated this resolution to Authorized Users. Vendor shall have a recovery plan in place to quickly restore services to Authorized Users in case of any disruptions.

6. IT Requirements

- a. Vendors shall communicate with their customers specific IT requirements that will help Authorized Users access the product on the HB 1416 Ratio Waiver List without delay, such as network infrastructure, internet connectivity, bandwidth, hardware, software, and firewall settings.
- b. Vendors will use the latest version of the Texas Student Data Privacy Agreement, or at the discretion of the LEA, a similar data privacy agreement, with all LEA customers. Similar data privacy agreements must include:
 - i. A description of the services provided, and inventory of the data collected from the LEA or generated by student / staff through use of the service or software
 - ii. Agreement that the data is and remains the property and under the control of the LEA, and that the operator will only access and use the data for the purposes of fulfilling its obligations under the service agreement
 - iii. Definition of procedures and policies for:
 - 1. Parent/legal guardian/eligible students to review, access, or correct information.
 - 2. Provision of generated data in a readily accessible format at an LEA's request
 - 3. Handling of third-party data requests
 - 4. Definition of vendor responsibilities and accountabilities for subprocessors, including agreement to the DPA
 - iv. An outline of the data security measures, consistent with industry standards and best practices, that the operator will implement to protect the data from unauthorized disclosure or acquisition, including but not limited to:
 - 1. Password and employee access management
 - 2. Security protocols for the hosting and transfer of data
 - 3. Provision of security training to employees
 - 4. Security technology used when data is accessed via web browser
 - 5. Designation of a single security contact
 - 6. Periodic risk assessments
 - 7. Plan for maintaining back ups
 - 8. Procedures and timelines for audits
 - 9. Incident response plan, to be shared with the LEA in full or summary form
 - v. An outline of the procedures and timelines the vendor will follow should a suspected or confirmed data breach occur, including written notification of the LEA within 24 hours of the vendor becoming aware of the incident that includes types of personal information believed to have been part of the breach and description of the circumstances surrounding the breach.
- c. Products on the HB 1416 Ratio Waiver List must be SOC2 or ISO270001 compliant and, if cloud-hosted, have at minimum provisional TX-RAMP certification. Full TX-RAMP certification will be required to remain on the approved product list.
- d. Vendor will demonstrate progress toward the following certifications if included on the list:
 - i. 1EdTech OneRoster certification (or demonstrating they are currently in the process of achieving certification) no more than one version behind the latest OneRoster version
 - ii. 1EdTech LTI certification (or demonstrating they are currently in the process of achieving certification) no more than one version behind the latest LTI standard
 - iii. Demonstrated efforts to map relevant data to Ed-Fi, Common Education Data Standards, and other relevant data standards for the purpose of providing LEAs their data in the format that most suits their ecosystem

- iv. Other interoperability certifications and efforts as relevant to the vendor's product.
- v. Vendor will develop and maintain data submission pipelines to TEA using TEA-defined methods and procedures. These may include API, flat file submission, or other mechanisms.

7. Technical Support

- a. Vendor shall provide a helpdesk or support system to Authorized Users with technical issues during regular business hours.
- b. Vendor agrees to provide training sessions for Authorized Users to familiarize them with the Technology Platform and tools.

Other Requirements

- 8. **Signature Authority and Binding Effect:** By submitting the Response, Vendor represents and warrants that the individual submitting this document and the documents made part of this Response is authorized to sign such documents on behalf of the Vendor.
- 9. **Vendor Requirements as Stated in Rule:** Vendor must complete the HB 1416 Ratio Waiver List Application form available on the TEA Accelerated Instruction website by the given deadline to be considered for the subsequent school year.
- 10. **Accessibility:** Vendor shall ensure that product/materials on the HB 1416 Ratio Waiver List include built-in accessibility features to support access and usage by all students, including those with disabilities. Vendor will adhere to accessibility standards and regulations, such as the Americans with Disabilities Act (ADA). Vendor will also provide guidance on how common student accommodations can be provided within the product.
- 11. **Supplemental Materials:** Vendor acknowledges that the product/materials on the HB 1416 Ratio Waiver List adhere to this definition: TEC, §31.002, as amended by House Bill 1605, 88R (2023), defines supplemental instructional material to “mean[s] instructional material designed to assist in the instruction of one or more of the essential knowledge and skills adopted by the State Board of Education for a subject in the required curriculum under Section 28.002 or for prekindergarten.”
- 12. **Nondisclosure and Press Release:** Inclusion on the HB 1416 Ratio Waiver List does not grant Vendor a license to use TEA’s name, logo, other likeness, or any trademark owned by TEA for any reason. Vendor shall not use TEA’s name, logo, or other likeness in any press release, marketing material, or other announcement without TEA’s prior written approval and in the event of such approval, Vendor agrees to the following:
 - a. TEA does not endorse any vendor, commodity, or service, and Vendor agrees not to state or imply otherwise.
 - b. Vendor is not authorized to make or participate in any media releases or public announcements pertaining to TEA’s HB 1416 Ratio Waiver List, the Response, or the services to which any of the foregoing relate without TEA’s prior written consent, and then only in accordance with explicit written instructions from TEA.
- 13. **FERPA:** Vendor, its employees, and subcontractors, agree that they will not use any student identifying information in any way that violates the provisions of applicable law and regulations, including without limitation, FERPA.
- 14. **No Exclusivity:** TEA may approve other products on the HB 1416 Ratio Waiver List and related services from other sources.
- 15. **Public Information Act:** Vendor understands that TEA will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State. Information, documentation, and other material in connection with this

solicitation, this Response may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Vendor is required to make any information created or exchanged with the State, 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. TEA is subject to the provisions of the Texas Public Information Act. If a request for disclosure of any information related to (a) the Response, (b) the goods or services provided or (c) information provided to TEA constituting a record under the Act is received by TEA, the information must qualify for an exception provided by the Act to be withheld from public disclosure. Vendor authorizes TEA to submit any information contained in (a) the Response or (b) otherwise requested to be disclosed, including information Vendor 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 TEA does not have a good faith belief that information may be subject to an exception to disclosure, TEA is not obligating itself to submit the information to the Attorney General. It shall be the responsibility of Vendor to make any legal argument to the Attorney General or appropriate court of law regarding the exception of the information in question from disclosure. Vendor waives any claim against and releases from liability TEA, its officers, employees, agents, and attorneys with respect to disclosure of information provided (a) in the Response or (b) otherwise created, assembled, maintained, or held by Vendor and determined by the Attorney General or a court of law to be subject to disclosure under the Texas Public Information Act. Upon receipt of a request for information related to the goods or services provided by the Vendor, TEA shall request the responsive information from the Vendor. The Vendor shall respond to TEA's request within five working days.

- 16. Dealings with Public Servants:** Pursuant to Section 2155.003 of the Texas Government Code, Vendor represents and warrants that it has not given, offered 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.
- 17. False Statements:** Vendor represents and warrants that all statements and information contained herein are current, complete, true, and accurate. Submitting a document with a false statement or material misrepresentations may void the submitted Response. Vendor understand and agree that they are approved for the HB 1416 Ratio Waiver List after completing and meeting a qualification process which includes commissioner approval. Vendors on the HB 1416 Ratio Waiver List may also be removed from the list at any time for any reason at the discretion of the commissioner.
- 18. Removal from TEA HB 1416 Ratio Waiver List:** Failure to comply with the stated requirements in these terms, conditions and affirmations will result in automatic removal from the TEA HB 1416 Ratio Waiver List.
- 19. TEA reserves the right to change these criteria as needed.**