

STATE OF TEXAS §

COUNTY OF TRAVIS §

Division Number: 214	207	Program Name: TX Virtual School Network
Org. Code:		Legal/Funding Authority:
Speed Chart:		Payee ID: 17512491857
Payee Name: Education Service Center Region 10		PO #: 37088
ISAS Contract #: 3434		

Amendment No: 2

**AMENDMENT TO
INTERLOCAL COOPERATION CONTRACT
BETWEEN
TEXAS EDUCATION AGENCY (Receiving Party)
AND**

**EDUCATION SERVICE CENTER REGION 10
PERFORMING PARTY**

It is mutually understood and agreed by and between the undersigned contracting parties of the above referenced contract to amend said contract effective 08/31/2017 as follows:

TEA is exercising the option to renew the Contract from September 1, 2017 to January 31, 2018.

Section 2.0 STATEMENT OF SERVICES

ESC 10 will maintain currently existing systems and processes used in the operation of the Texas Virtual School Network (TXVSN) and assist in the transition of those systems and processes to Texas Education Agency (TEA).

Revised Description of Services / Tasks & Activities and Budget documents are attached hereto and incorporated herein by reference.

Contract Amount:	\$3,900,220.64
Amendment Amount FY18:	\$ 326,740.00
Total Contract Amount:	\$4,226,960.64

Receiving Party shall pay Performing Party in accordance with the approved budget for the services performed described in this ICC. Receiving Party shall pay for services received from the appropriation item or account from which the Receiving Party would ordinarily make expenditures for similar services or resources. Payments received by the Performing Party shall be credited to its current appropriation item(s) or account(s) from which the expenditure for the services or resources was made.

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

Texas Education Agency
Attn: Accounting Department
1701 N. Congress Ave.,
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&rqn=div8

TEA follows the Federal Rate Schedule for reimbursement of meal and lodging expenditures adopted by the State of Texas. Performing Agency shall maintain receipts in accordance with paragraph F of the Contract General Provisions. The Comptroller's website for travel rules and regulations – [texttravel](http://www.texas.gov): <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. Effective 01/01/17, the mileage rate is .53.5¢.

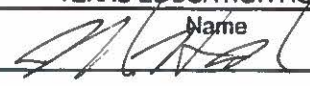
All other terms and conditions of the original contract remain the same and are incorporated herein as if specifically written. It is agreed and accepted by the authorized representatives of the undersigned parties that all terms and conditions of this amendment are effective on the date written above.

RECEIVING PARTY

PERFORMING PARTY

TEXAS EDUCATION AGENCY

EDUCATION SERVICE CENTER REGION 10

By: 
Name

By: 
Name

Mike Morath
Commissioner of Education

Dr. Gordon Taylor
Executive Director

9/11/17

9-6-17

Date

Date

Return one copy electronically to
TEAContracts@tea.state.tx.us
or by mail

Norma Barrera, Purchasing and Contracts
Texas Education Agency
1701 North Congress Avenue, Room 2-125
Austin, Texas 78701-1494

Appendix One - Description of Services

ESC 10 and its subcontractor, Harris County Department of Education (HCDE) will maintain current existing systems and processes used in the operation of the Texas Virtual School Network (TXVSN) and assist in the transition of those systems and processes to Texas Education Agency (TEA).

ESC 10 will complete the following tasks:

1. Facilitate the completion of receiver and provider agreements, including rural school grantees and currently approved providers
2. Continue to register students for fall 2017 courses
3. Maintain the TXVSN website with minimal/necessary changes throughout the transition period and assist in the transition of the website to TEA
4. Assist in the transition of the course registration system to TEA following fall registration
5. Assist in the transition of the electronic course submission system to TEA
6. Subcontract with HCDE for transition assistance (See Appendix B for greater detail regarding transition assistance from HCDE)

While working together, TEA, ESC 10, and HCDE will implement a transition approach that drives a low-risk, highly transparent program, enabling all parties to meet the transition milestones and ensure readiness for TEA to take over the TxVSN operational environment prior to December 1, 2017.

ESC 10 is responsible for ensuring that its and HCDE's staff work collaboratively with TEA's program and technical support teams during the transition. The transition work requires the following:

- a) Maintain and support the existing system from September 1, 2017, thru November 30, 2017, in a manner equivalent to the current health and support level.
 - i. Notify TEA before any changes are made to current system during the extended support period
 - ii. Continue Operating System and Antivirus patching monthly to ensure security protections are maintained
 - iii. Extend the backup and recovery contract with GTS for a period of September 1, 2017, thru November 30, 2017
- b) Provide a detailed transition plan that minimizes the impacts on continuity of operations and maintains communication with the TEA Project Manager that includes
 - i. transition timeline with key milestones;
 - ii. issues that need to be addressed during transition and recommended solutions; and
 - iii. contractor and sub-contractor roles and responsibilities.
- c) Modify the transition plan based on TEA review and resubmit for approval
- d) Provide all documentation, including
 - i. infrastructure, architecture, and application maps and diagrams;
 - ii. standard operating procedures;
 - iii. work instructions;
 - iv. processes, standards, procedures, manuals, and any associated reference materials used by contractor or sub-contractor to provision or operate the services;
 - v. backup and recovery and media management processes;
 - vi. access to third party contract for backup and recovery services;
 - vii. disaster recovery plan;
 - viii. list of software, scripts, tools or command procedures required to perform the services, including freeware;
 - ix. list of all external interfaces, i.e. interfaces with other entities,
 - x. list of all domain names, email boxes, and other required items;
 - xi. assistance to transfer the domains and email boxes to TEA or designee;
 - xii. list of all phone numbers used for TxVSN call-in support;
 - xiii. assistance to transfer phone numbers to TEA or designee;
 - xiv. list of all in-flight projects and changes scheduled for the TxVSN application or environment;
 - xv. list of all existing known errors and open problems; and
 - xvi. identify other unknown areas of risk that may impact TxVSN system or the transition to TEA or designee.
- e) Provide entitlement documentation of assets, including
 - i. hardware that is owned by the Contractor and/or Sub-Contractor that will be transferred to TEA (if any);
 - ii. all third-party contracts and licenses owned or operated by the Contractor and/or Sub-Contractor in support of the TxVSN environment, indicating which are transferable and which are not; and
 - iii. acquiring and executing Software consents, where applicable.
- f) Provide all training documents for the TxVSN system as well as any videos, demos, etc.

- g) Provide a Subject Matter Expert (SME) proficient in the architecture of the TxVSN network, hardware, and software environments
- h) Provide a Subject Matter Expert (SME) proficient in the application architecture and operations of the TxVSN environment
- i) Provide a point of contact who will act as the Contractor Project Manager
- j) Provide Contractor escalation contact
- k) Provide knowledge transfer to TEA staff, including
 - i. work instruction review;
 - ii. application and system architecture review; and
 - iii. security, confidentiality, and audit compliance requirements.
- l) Provide access to Contractor and/or Sub-Contractor locations as necessary to complete transition milestones
 - i. Assist TEA in making copies of the data and operating systems to facilitate transition and cutover
 - ii. Assist TEA in shutting down equipment after transition and packing/shipping equipment to TEA location
- m) Review and advise of transition plans, including identifying steps with high-risk, high impact or detrimental consequences
- n) Provide TEA appropriate level of access (physical and logical) to TxVSN system components as necessary to complete transition milestones, including transfer of privileged and shared user IDs and passwords that are still required to support operations of the TxVSN application environment
- o) Assist with testing of the migrated system
- p) Participate in scheduled and ad-hoc transition meetings, as necessary
- q) Continue operation of the current system until successful migration is complete, including notification to TEA of any impacts or risks that materialize during transition

Appendix Two, Budget

Task/Activity	Description	6100 (Payroll)	6200 (Internal/ Contracted Services)	6300 (Consumable Supplies)	6400 (Travel)	Total Estimated Cost
6.0	Facilitate completion of receiver and provider agreements including rural school grantees and currently approved providers	\$7,804	\$1,975	\$150	\$0	\$9,929
6.0	Continue to register students for fall 2017 courses	\$19,511	\$4,937	\$350	\$0	\$24,798
7.0	Maintain website with minimal/necessary changes through transition and assist with transition of website to TEA	\$23,413	\$5,924	\$0	\$855	\$30,192
8.0	Assist with transition of Course Registration System to TEA following fall registration	\$15,608	\$3,950	\$0	\$428	\$19,986
9.0	Assist with transition of the Electronic Course Submission System to TEA	\$11,708	\$2,962	\$0	\$428	\$15,096
10.0	Subcontract with HCDE for Transition Assistance		\$226,740			
	Total:	\$78,042	\$246,488	\$500	\$1,710	\$326,740

Fund	Func	Ser1	Ser2	Obj	SO	Org	FY	PIC	Loc1	Loc2	17-18 Original Budget	Acct Descr	Notes
450	00	5	58	5829	00	818	8	00	0	00	(326,740.00)	TXVSN REVENUE FROM TEA	
58 Total											(326,740.00)		
450	12	6	61	6119	00	818	8	00	0	00	(59,245.00)	PROFESSIONAL SALARIES	
450	12	6	61	6129	00	818	8	00	0	00	(10,954.00)	SUPPORT SALARIES	
450	12	6	61	6141	00	818	8	00	0	00	(1,018.00)	FICA/MEDICARE TAX	
450	12	6	61	6142	00	818	8	00	0	00	(5,027.00)	GROUP HEALTH INSURANCE	
450	12	6	61	6143	00	818	8	00	0	00	(175.00)	WORKERS COMPENSATION	
450	12	6	61	6145	00	818	8	00	0	00	(184.00)	UNEMPLOYMENT INSURANCE	
450	12	6	61	6146	00	818	8	00	0	00	(1,439.00)	TRS/PAYROLL TAX	
61 Total											(78,042.00)		
450	53	6	62	6294	00	818	8	00	0	00	(2,468.00)	INTERNAL TECH INFRASTRUCTURE	
450	41	6	62	6295	00	818	8	00	0	00	(10,070.00)	ADMINISTRATIVE COST FEE	
450	51	6	62	6298	00	818	8	00	0	00	(4,410.00)	FACILITY USE FEE	
450	12	6	62	6299	00	818	8	00	0	00	(2,800.00)	MISC CONTRACTED SERVICES	
450	12	6	62	6299	HC	818	8	00	0	00	(226,740.00)	MISC CONTRACTED SERVICES	
62 Total											(246,488.00)		
450	12	6	63	6396	00	818	8	00	0	00	(150.00)	POSTAGE/SHIPPING	
450	12	6	63	6397	00	818	8	00	0	00	(250.00)	PRINT/XEROX PRINTSHOP	
450	12	6	63	6399	00	818	8	00	0	00	(100.00)	GENERAL SUPPLIES	
63 Total											(500.00)		
450	12	6	64	6411	00	818	8	00	0	00	(500.00)	EMPLOYEE TRAVEL	
450	12	6	64	6419	00	818	8	00	0	00	(1,000.00)	NON EMPLOYEE TRAVEL	
450	12	6	64	6429	00	818	8	00	0	00	(210.00)	GENERAL LIABILITY INS	
64 Total											(1,710.00)		
Total Expenditures											(326,740.00)		
Revenue Over Expenditures											(-)		