STATE OF TEXAS §
COUNTY OF TRAVIS §

Division Number:	210	**Program Name:**	Mathematics Achievement Academies
Org. Code:	711P	**Legal/Funding Authority:**	TGC 791; GAA, Article III
Speed Chart:	7P018		Rider 73, 84th Texas Legislature, 2015
Payee Name:	Education Service Center Region 10	**Contract #:**	3525
Payee ID:	17512491857	**PO #:**	35925

Amendment #: 1

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 February 1, 2017, as follows:

Section 2.0 Statement of Services to be Performed:

Description of Services, Appendix One, is revised to reflect the increase in the number of Teachers that the Education Service Center will train for fiscal year 2017 as outlined below:

Grade Level	Number of Teachers (FY2017)
Kindergarten-3	4,672

Section 4.0 Amount:

Reallocation among all cost categories and unexpended funds are carried forward to Year 2, revised Budget, Appendix Two, is attached hereto and incorporated herein by reference. Contract Year 1 is reduced from $300,000.00 to $150,888.65, and Year 2 is increased from $330,000.00 to $479,111.35. The Contract total remains the same, $630,000.00.

Section 5.0 Payment for Services:

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

ESC shall bill TEA for services rendered in accordance with the attached Budget and using the Invoice template provided. A detailed narrative explaining each of the invoiced amounts must be included in the *Description* column of the Invoice template for each billed amount. Refer to the Sample Academy Invoice for additional information and examples. ESC must submit invoices electronically to: TEAAccountsPayable@tea.texas.gov or by mail to:

Texas Education Agency
Attn: Accounting Department
1701 N. Congress Ave.,
Austin, Texas 78701-1494

TEA follows the Federal Rate Schedule for reimbursement of meal and lodging expenditures adopted by the State of Texas. The Comptroller's website for travel rules and regulations – **textravel:** https://fmx.cpa.state.tx.us/fmx/travel/textravel/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 January 1, 2017, the mileage rate is 53.5¢ and the previous rate from January 1, 2016 – December 31, 2016, was 54¢.

Section 8.0 Entire Contract:

Revised Terms and Conditions are attached hereto and incorporated herein by reference.

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: Kara Belew	By: Gordon D Taylor
Kara Belew Deputy Commissioner Finance Administration	Dr. Gordon Taylor Executive Director
4-11-17 Date	4-7-17 Date

Return an electronic copy to:
TEAContracts@tea.texas.gov

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

Appendix Two
Mathematics Achievement Academies
Budget FY 2017
Revised

Cost Category	Description	Budget Amount - Original FY2017	Budget Amount - Revised FY2017
6100	**Payroll Costs**	**196,111.00**	**431,750.00**
	ESC Staff	166,462.00	195,428.00
	Part Time Staff - Trainers		172,800.00
	Fringe Benefits	29,649.00	63,522.00
6200	**Professional and Contracted Services**	**110,911.00**	**4,047.32**
	Contracted Services	110,911.00	-
	Outside Rental		4,047.32
6300	**Supplies and Materials**	**2,500.00**	**10,000.00**
	Consumable Supplies	2,500.00	10,000.00
6400	**Other Operating Expenses**	**4,420.00**	**10,000.00**
	Travel	4,000.00	10,000.00
	Other Operating Expenses	420.00	
	Total Direct Costs:	**313,942.00**	**455,797.32**
	Indirect Costs (IDC) = MTDC*IDC Rate 5.115%	**16,058.00**	**23,314.03**
	ESCR 10 Mathematics TOTAL	**330,000.00**	**479,111.35**

INTERLOCAL COOPERATIVE AGREEMENT TERMS AND CONDITIONS

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

1. *Contract, Interlocal Cooperation Contract, ICC* means the document entered into between TEA and Performing Party including all of TEA's attachments, appendices, schedules, exhibits (including but not limited to the Terms and Conditions and Attachments), amendments and extensions of or to the Interlocal Cooperation Contract.
2. *TEA or Receiving Agency* means the Texas Education Agency.
3. *Performing Party* means the party to this Contract or Contractor other than TEA
4. *Project Manager/Administrator* means the respective person(s) representing TEA or Performing Party as indicated by the Contract for the purposes of administering the Contract Project.
5. *Contract Project* means the purpose intended to be achieved through the Contract.
6. *Amendment* means a contract document used to formalize additions or changes to the Contract mutually agreed to by both Parties.
7. *Works* means all tangible or intangible material, products, ideas, documents or works of authorship prepared or created by Performing Party 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. "Works" does not include any pre-existing materials of Performing Party, or any licensed third party materials provided by Performing Party.
8. *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.
9. *TEA Confidential Information* means information that is confidential under the provisions of the Family Educational Rights and Privacy Act (FERPA), the Texas Public Information Act, or other applicable state or federal laws. Examples of TEA Confidential Information include: (a) personally identifiable student information; (b) social security numbers; (c) driver's license numbers; (d) criminal background checks; (e) e-mail address of a member of the public, unless the individual waives his or her right to e-mail confidentiality by affirmatively consenting to disclose the e-mail address or the individual seeks to contract or has a contract with TEA; (e) certain personnel information concerning a TEA employee including home address, home telephone number, emergency contact information, and family member information (if the employee elects in writing to keep this information confidential), personal medical information, and information reflecting personal financial decisions such as the employee's choice of insurance carrier or choice to contribute money to a 401(k); (f) biometric identifiers such as fingerprints; (g) information about security vulnerabilities in TEA systems; and (h) SAS data sets.

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 Performing Party. Expenditures and/or activities for which Performing Party may claim reimbursement shall not be accrued or claimed subsequent to receipt of such notice from TEA.

C. Indemnification: For local educational agencies (LEAs), and regional education service centers (ESCs): Performing Party, to the extent permitted by law, 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 acts of Performing Party in performance of the Contract.

D. Assignments, Transfers, Subcontracting and Substitutions: Performing Party 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 Performing Party. Substitutions are not permitted without written approval of the TEA Project Manager. Performing Party 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, Performing Party shall furnish TEA with satisfactory proof of its compliance with this provision.

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 Performing Party to recover funds due. In no manner shall encumbrances be considered or rejected as accounts payable or as expenditures.

F. Records Retention and the Right to Audit: Performing Party shall maintain its records and accounts in a manner which shall assure a full accounting for all funds received and expended by Performing Party in connection with the Contract Project. These records and accounts shall be retained by Performing Party 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 7 years from the date of completion of the Contract Project or the date of the receipt by TEA of Performing Party'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 Section 2262.154 of the Texas Government Code, the state auditor may conduct an audit or investigation of Performing Party 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 Performing Party 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, Performing Party 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. Performing Party will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Performing Party and the requirement to cooperate is included in any subcontract it awards.

Performing Party 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. Performing Party, 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.

G. Intellectual Property Ownership: Performing Party 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, Performing Party 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. Performing Party agrees to maintain written agreements with all officers, directors, employees, agents, representatives and subcontractors engaged by Performing Party for the Contract Project, granting Performing Party 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.

Performing Party 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 Performing Party 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, Performing Party 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. Performing Party agrees to notify TEA on delivery of the Works if they include any such preexisting rights. On request, Performing Party will provide TEA with documentation indicating a third party's written approval for Performing Party to use any preexisting rights that may be embodied or reflected in the Works. Performing Party agrees, at Performing Party'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 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's Office of Deputy Commissioner for Finance.

H. Information Security Requirements, FERPA, and Access to Confidential Information:

Access to TEA Confidential Information

Performing Party 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. Whenever communications with Performing Party 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. If Contractor discloses any TEA Confidential Information to a subcontractor or agent, Performing Party will require the subcontractor or agent to comply with the same restrictions and obligations as are imposed on Performing Party. 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. Performing Party shall access TEA's systems or TEA Confidential Information only for the purposes for which it is authorized. TEA reserves the right to review the Performing Party's security policy to ensure that any data that is on the Performing Party's servers is secure. Performing Party shall cooperate fully by making resources, personnel, and systems access available to TEA and TEA's authorized representative(s).

Performing Party shall ensure that any TEA Confidential Information in the custody of Performing Party is properly sanitized or destroyed when the information is no longer required to be retained by TEA or Performing Party 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 the Performing Party is collecting, maintaining, or analyzing data gathered, collected, or provided under this Contract. Performing Party 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, Performing Party 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, Performing Party must comply with TEA's policies and procedures. TEA's remote access request procedures will require Performing Party to submit TEA Applicable Access Request forms for TEA's review and approval. Remote access technologies provided by Performing Party 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. Performing Party 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 Performing Party'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

Performing Party shall provide notice to TEA's Project Manager and TEA's Information Security Officer as soon as possible following Performing Party'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, Performing Party 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 Performing Party has taken or will take to investigate the Security Incident;
5. What steps Performing Party 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, Performing Party 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 Performing Party has taken or will take to investigate the Security Incident;
4. What steps Performing Party has taken or will take to mitigate any negative effect of the Security Incident; and
5. What corrective action Performing Party has taken or will take to prevent future similar unauthorized use or disclosure.

Performing Party 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, Performing Party 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, Performing Party, 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 Performing Party. If Performing Party does not reimburse such costs within 30 days of TEA's written request, then TEA shall have the right to collect such costs.

I. **Refunds Due to TEA:** If TEA determines that TEA is due a refund of money paid to Performing Party pursuant to this Contract, Performing Party shall pay the money due to TEA within 30 days of Performing Party's receipt of written notice that such money is due to TEA. If Performing Party fails to make timely payment, TEA may obtain such money from Performing Party 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.

J. **Capital Outlay:** If Performing Party purchases capital outlay (furniture and/or equipment) to accomplish the Contract Project, title will remain with Performing Party 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 Performing Party's accounting record. This provision is applicable when federal funds are utilized for the Contract.

K. **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 Performing Party, Performing Party 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 30 days of Performing Party's receipt of written notice of TEA's determination of the amount due. This applies whether the property is developed or purchased by Performing Party pursuant to this Contract or is provided by TEA to Performing Party for use in the Contract Project. If Performing Party fails to make timely payment, TEA may obtain such money from Performing Party by any means permitted by law, including but not limited to offset or counterclaim against any money otherwise due to Contractor by TEA.

L. **Governing Law, Venue, and Jurisdiction:** This Contract is governed by and construed under and in accordance with the laws of the State of Texas. Any and all obligations under this Contract are due in Travis County and venue is proper only in Travis County.

M. 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 in 6.2 of this ICC. Within 30 days of execution of this 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	CONTRACTOR
Chelaine Marion	Dr. Denise D. Beutel
Director of Foundation Education	Director, Teaching and Learning
Texas Education Agency	Education Service Center Region 10
1701 N. Congress Ave	400 E. Spring Valley Road
Austin, Texas 78701	Richardson, Texas 75081
Email: Chelaine.Marion@tea.texas.gov	Email: Denise.Beutel@region10.org

N. Federal Regulations Applicable to All Federally Funded Contracts: Performing Party 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. 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;
2. 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

O. Signature Authority, Final Expression, and Superseding Document: Performing Party 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 Performing Party.

P. Antitrust: By signing this Contract, Performing Party, represents and warrants that neither Performing Party nor any firm, corporation, partnership, or institution represented by Performing Party, or anyone acting for such firm, corporation or institution has, (1) violated the antitrust laws of the State of Texas under Texas Business and Commerce 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.

Q. Dispute Resolution: The parties agree to use good-faith efforts to resolve questions, issues, or disputes of any nature that may arise under or by this Contract; provided, however nothing in this paragraph shall preclude either party from pursuing any remedies as may be available under Texas law.

R. Education Service Center: No funds transferred to Regional Education Service Centers or to school districts may be used to hire a registered lobbyist.

S. Compliance with Laws: Performing Party 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 Performing Party's performance, including if applicable, prompt payment and licensing laws and regulations. For the entire duration of the Contract, Performing Party shall maintain all required licenses, certifications, and any other documentation necessary to perform this Contract. When required or requested by the Agency, Performing Party shall furnish TEA with satisfactory proof of its compliance with this provision.

T. Public Information: Parties acknowledge they are subject to the provisions of the Texas Public Information Act.

U. Gratuities: By signing this Contract, Performing Party represents and warrants that Performing Party 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.

V. 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.

W. Criminal Background Checks: If during the term of this Contract Performing Party, and/or Performing Party's staff, or subcontractor have access to Texas public school campuses, all Performing Party and/or Performing Party's staff must submit to a national criminal history record information review (includes fingerprinting) and meet all eligibility standards and criteria as set by TEA before serving in assignments on behalf of TEA. This requirement applies to all individuals who currently serve or will serve in TEA assignments that have the possibility of direct contact with students. Assignments are contingent upon meeting Agency eligibility standards. Performing Party and/or any staff member of Performing Party 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 Performing Party is not eligible for assignment, this Contract will be terminated effective immediately or the date of notice of non-eligibility, whichever is earliest.

X. Assignment: No assignment of this Contract or of any right accruing hereunder shall be made, in whole or part, by Performing Party without prior consent of TEA.

Y. Buy Texas: In accordance with Texas Government Code Section 2155.444, the State of Texas requires that during the performance of a contract for services, Performing Party 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 Performing Party receives any federal funds under this Contract.

Z. Excluded Parties List System: The Texas Education Agency and the Performing Party 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. 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.

AA. 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 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.

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. 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

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.

BB. Social Security Numbers (SSNs) Withheld: TEA will not provide SSNs to any Performing Party under this Contract unless specifically specified as part of the Contract Project requirements. TEA, Performing Party and its subcontractors, will not require or request school districts to provide SSNs under this Contract. Performing Party agrees that in executing tasks on behalf of 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 30 days of project completion. An authorized officer of Performing Party must certify that ALL records have either been properly destroyed or returned to TEA in order to close out the Contract.

CC. Nondisclosure and Press Releases: All information gathered, produced, derived, obtained, analyzed, controlled or Accessed by Performing Party in connection with this Contract shall be and remain confidential and shall not be released or disclosed by Performing Party without the prior written consent of the TEA, which consent must specifically identify the confidential information to be disclosed by Performing Party and the nature of the disclosure for which consent is sought. Performing Party, its employees and subcontractor's, agree that in executing tasks on behalf of the TEA.

Performing Party also agrees not to disclose any information to which it is privy under this Contract without the prior consent of the agency. Performing Party will not make any press releases, public statements, or advertisement referring to the Contract Project or the engagement of Performing Party in connection with the Contract Project, or release any information in relation to the Contract Project for publication, advertisement or any other purpose without the prior written approval of TEA.

DD. Independent Contractor: Performing Party or Performing Party'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. Performing Party or Performing Party's employees, representatives, agents and any subcontractors shall not be employees of TEA. Should Performing Party subcontract any of the services required in this Contract, Performing Agency expressly understands and acknowledges that in entering into such subcontract(s), TEA is in no manner liable to any subcontractor(s) of Performing Party. 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.

EE. 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 15 calendar days advance written notice to the Performing Party. In the event of such a termination, the Performing Party 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 Performing Party that are permitted, properly performed under this Contract and were incurred prior to the effective termination date.

2. **Termination for Cause/Default:** If the Performing Party 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 Performing Party, 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 Performing Party in writing prior to the exercise of such remedy.

   The Performing Party shall remain liable for all covenants and indemnities under the Contract. The Performing Party 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 Performing Party under the Contract.

5. **Survival of Terms:** Termination of the Contract for any reason shall not release the Performing Party 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.

FF. Amendments: All amendments to this Contract will be in a manner as prescribed by the TEA Contracting Process and are, subject to Paragraph B of the Terms and Conditions and will be made on the AMENDMENT TO TEA INTERLOCAL COOPERATION 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. All amendments must be signed by both parties.

1. The parties are permitted to reallocate up to a cumulative 25% of the total budget among direct cost categories to meet unanticipated requirements 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 TEA Purchasing and 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
   c. A request to extend the period of the Contract;
   d. Cumulative transfers among direct cost categories which exceed or are expected to exceed 25 percent of the current total approved budget category;
   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.

GG. Payment: Payment for goods or services purchased with state-appropriated funds will be issued by electronic Direct Deposit from the State Treasury. Direct Deposit is the preferred method of payment. Invoices must be submitted to TEAAccountsPayable@tea.texas.gov and TEA Project Manager. Any payment owed by TEA must be transmitted electronically to Contractor no later than 30 days after the later of:

1. Day on which TEA received the goods;
2. Date the performance of the service under the Contract is completed; or
3. Day on which TEA received the complete and correct invoice for goods or services.

Prior to authorizing payment to Performing Party, TEA shall evaluate Performing Party's performance using the performance standards set forth in all documents constituting this Contract. Performing Party shall provide invoices to TEA for deliverables or services provided/performed. Invoices must be submitted not later than the 15th day of the month after the deliverables are completed. No payment whatsoever shall be made under this Contract without the prior submission of detailed, correct invoices. Subject to the foregoing, TEA must make all payments in accordance with the Texas Prompt Payment Act, Texas Government Code Chapter 2251. Payments under this Contract are subject to the availability of appropriated funds. Performing Party acknowledges and agrees that payments for services provided under this Contract are contingent upon TEA's receipt of funds appropriated by the Texas Legislature.

HH. Prohibition of text messaging and emailing while driving during official federal grant business: Federal grant recipients and their grant personnel are prohibited from texting messaging while driving a government owned vehicle or while driving their own privately owned vehicle during official grant 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.

II. Force Majeure: Neither Performing Party nor TEA shall be liable to the other for any delay in, or failure of performance, of any requirement included in this Contract 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 business days of the existence of such force majeure, or otherwise waive this right as a defense.

JJ. Abandonment or Default: If Performing Party 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 Proposer. The defaulting Performing Party 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 TEA based on the seriousness of the default.

KK. Applicable Law and Conforming Amendments: Performing Party must comply with all laws, regulations, requirements and guidelines applicable to a Performing Party providing services to the State of Texas as these laws, regulations, requirements and guidelines currently exist and as they are amended throughout the term of this Contract. TEA reserves the right, in its sole discretion, to unilaterally amend this Contract throughout its term to incorporate any modifications necessary for TEA or Performing Party's compliance with all applicable State and federal laws, and regulations.

Invoice Template
Mathematics Achievement Academies K-Grade 3

Payee Name	ESC Region 10
PO Number	35925
Contract Number	3525
Payee VID	17512491857
Payee Mailing Address	
Invoice Date	
Invoice Total	
Dates of Service	
Payee Contact & Phone	

Cost Category	Description	Budget Amount	Current Expenditures for Reporting Period	Cumulative Expenditures to Date	Remaining Budget to Date
6100	Payroll Costs	$ 431,750.00	$ -	$ -	$ -
6200	Professional and Contracted Services	$ 4,047.32	$ -	$ -	$ -
6300	Supplies and Materials	$ 10,000.00	$ -	$ -	$ -
					$ -
6400	Other Operating Expenses	$ 10,000.00	$ -	$ -	$ -
	Total Direct Costs	**$ 455,797.32**	$ -	$ -	$ -
Indirect Costs (IDC) = MTDC x IDC Rate 5.115%		$ 23,314.03			
	TOTAL	**$ 479,111.35**	$ -	$ -	$ -
	TOTAL INVOICE AMOUNT		$ -		