

STATE OF TEXAS §
COUNTY OF TRAVIS §

Division/Org Code: <u>351</u>	Charter School Support Program Name: <u>Services</u>
Speed Chart: Education Service Center	Legal/Funding Authority: <u>84th Texas Legislature</u> GAA Article III, Rider 47; TEC Chapter 39; RFP 701-16-033
Payee Name: <u>Region 11</u>	Contract #: <u>3566</u>
Payee ID: <u>1751246000</u>	PO #: <u>35709</u>

TEXAS EDUCATION AGENCY STANDARD CONTRACT

ARTICLE I. PARTIES TO CONTRACT

This agreement is entered into by and between the Texas Education Agency ("TEA"), a Texas State Agency and Education Service Center Region 11 ("Contractor").

ARTICLE II. PERIOD OF CONTRACT

TEA shall pay Contractor for the reasonable and approved costs incurred by Contractor in connection with the Contract Project during the period beginning August 31, 2016 and ending August 31, 2018 unless extended or terminated as otherwise provided for this contract. TEA, at its own discretion, may extend the contract awarded for up to one additional fiscal year under the same or different terms subject to appropriation of funds by the Texas Legislature for this project. If renewed the final renewal period shall be September 1, 2018 through August 31, 2019.

ARTICLE III. PURPOSES OF CONTRACT

Contractor shall provide Texas Charter School Support services and perform all of the functions and duties set described herein and in the appendices to this Contract, Description of Services/Activities dated June 21, 2016, Attachment 1, which are attached hereto and incorporated by reference.

ARTICLE IV. PAYMENT UNDER CONTRACT

Subject to the availability to TEA of funds for the purpose of this contract, TEA shall pay to Contractor by State of Texas warrant(s) the amount of \$1,080,550.00. The first year of the contract, August 31, 2016 - August 31, 2017, is \$432,090.00; and the amount for the second year, September 1, 2017 - August 31, 2018, is \$648,460.00 for the performance, satisfactory to the TEA, of Contractor's functions and duties under this Contract. Payment to Contractor by TEA will be made in accordance with the Final Budget Summary/Task Activity Report, Attachment 2, which is attached hereto and incorporated herein by reference.

ARTICLE V. GENERAL AND SPECIAL PROVISIONS OF CONTRACT

Attached hereto and incorporated herein by reference are the General Provisions and the Special Provisions indicated below with an "X" beside each:

- Special Provisions A, Program Specific
- Special Provisions B, Debarment (required if utilizing federal funds)
- Special Provisions C, Lobbying (required if utilizing federal funds & over \$100,000)
- Special Provisions D, Historically Underutilized Business Subcontracting Plan (HSP) (required for projects over \$100,000.00)

Texas Government Code §2252.901 prohibits the agency into entering into an employment contract, a professional services contract, or a consulting services contract with a former or retired TEA employee before the first anniversary of their last date of regular employment. If TEA enters into a "professional services" contract with a corporation, firm, or other business entity that employs a former or retired employee during the first year of the past employee's departure from the agency, the former or retired employee is restricted from performing services on projects that the employee worked on while employed at TEA.

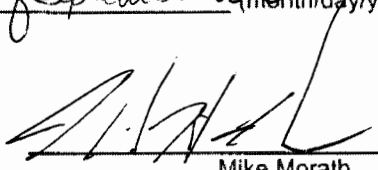
Texas Government Code §572.069. CERTAIN EMPLOYMENT FOR FORMER STATE OFFICER OR EMPLOYEE RESTRICTED. A former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving a person may not accept employment from that person before the second anniversary of the date the officer's or employee's service or employment with the state agency ceased.

ARTICLE VI. ENTIRE CONTRACT

This contract together with the documents including but not limited to Appendices, Attachments, Exhibits, Proposal Responses, mentioned herein and incorporated by reference, contains the entire agreement between the parties relating to the rights granted and the obligations assumed in it. Any oral representations or modifications concerning this contract shall be of no force or effect unless contained in a subsequent amendment executed by both parties.

AGREED and accepted on behalf of Contractor effective beginning on the date of the Contract as specified above and as indicated by signature below of a person authorized to bind Contractor.

Typed name: Clyde W. Steelman, Jr. Clyde W. Steelman, Jr.
Typed title: Executive Director Authorized Signature

<p>This section reserved for TEA use.</p> <p>I, an authorized official of the Texas Education 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.</p> <p>AGREED and accepted on behalf of Agency on <u>23rd of September 2016</u> (month/day/year) by a person authorized to bind Agency.</p>	
<p>Return an electronic copy to: TEAContracts@tea.texas.gov <u>Norma Barrera</u> Texas Education Agency Purchasing, Contracts and Agency Services Division 1701 North Congress Avenue Rm. 2-125 Austin, Texas 78701-1494</p>	<p> Mike Morath Commissioner of Education</p>

APPENDIX 1

- A. The definitions of terms in the General Provisions are incorporated herein.
- B. The attached proposal entitled Request for Proposal #701-16-033, Texas Charter School Support Services is incorporated herein by reference and is therefore made a part of this contract.
- C. The terms, conditions, and requirements contained in the Request for Proposal entitled "Texas Charter School Support Services", with a closing date of June 22, 2016, and identified as RFP #701-16-033, are incorporated herein by reference.
- D. If there is a conflict or ambiguity between or among the terms and conditions of the documents that constitute this Contract, and if that conflict or ambiguity cannot be resolved by construing the terms so as to harmonize all their terms, then the conflict or ambiguity shall be resolved with the following Contract documents prevailing in the following order of priority:
- i. Terms and Conditions of the Standard Contract;
 - ii. The Standard Contract, inclusive of all appendices;
 - iii. Attachment 2- Contractor's Final Budget Summary/Task Activity Report dated August 23, 2016;
 - iv. Exhibit 1- Contractor's Proposal to the Texas Education Agency entitled "Texas Charter School Support Services submitted June 21, 2016"); and,
 - v. Exhibit 2- The Request for Proposal entitled "Texas Charter School Services released May 24, 2016.
- E. Description of Services/Activities:
Contractor shall provide Texas Charter School Support services and perform all of the following: Charter Superintendent Mentor Program (CSM), Records Retention (Compiling and Indexing Systems) Professional Development; Summer Summit 2017 and 2018; Attendance at the 2017 and 2018 TCSA state conference and the 2017 and 2018 National Alliance for Public Charter Schools Conference for ESC and agency personnel; PEIMS support for charters; Maintenance of Network of Charter School Support Services Website; Best Practices Handbook/Electronic Standard Forms (Updates); Instructional Video Modules (New and Updates; Phone conferences every two weeks with TEA program coordinator to update overall progress of project activities; For any amendment to the contract prior approval must be granted prior to implementation; and, Quarterly status reports to begin four months after contract begin date with final report due within one month of contract end date. See Attachment 1, dated June 21, 2016.
- F. Budget:
Attachment 2: Final Budget Summary and Task Activity Report, dated August 23, 2016, is attached. Payment shall be monthly upon completion of designated tasks/activities.
- G. Invoicing:
Contractor shall submit a copy of the invoice and status reports electronically to the following two (2) email addresses: TEAAccountsPayable@tea.texas.gov and DrueAnn.Wise@tea.texas.gov. Invoices and status reports must be submitted at the same time in order for payment to be approved. Payment under this Contract is contingent upon satisfactory completion of service. The final invoice is due within 45 days of the completion of the project.
- 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 federally and state funded Contracts. Website to view the regulations: <http://www.ecfr.gov/cgi-bin/text-idx?SID=f61b41b94d57ed256eb46811a14d243d&mc=true&node=se2.1.200.1432&rgn=div8>
- Contractor will make a good faith effort to comply with the State of Texas Travel Guidelines. TEA may at its discretion approve requests for reimbursement of travel which exceed the State of Texas Travel Guidelines. Contractor shall maintain receipts in accordance with item H of the Terms and Conditions. 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.
- State travel expense reimbursement is not a per diem. Contractors must claim the actual expenses incurred for meals and lodging not to exceed the maximum allowable rates. The maximum should not be claimed unless the actual expenditures equal or exceed the maximum allowable rate. Effective 01/01/16, the mileage rate is .54¢.

ATTACHMENT 1

**Description of Services/Activities, dated June 21, 2016
is here incorporated by reference**

Attachment 1, Description of Services, dated June 21, 2016

Understanding of the Project and Methodology

Education Service Center Region 11 has had the honor of providing Texas Charter School Support Services since the original grant was awarded on October 1, 2012. Since that time, a partnership with the Texas Education Agency formed in multiple areas related to the growth and development of successful charter schools. That partnership, now known as "*theNetwork*", became the foundation of the multiple activities and services now being offered, including:

- State-wide technical assistance in all areas related to educational services including Education, Finance, Governance, and Operation;
- State-wide, charter specific, professional development and training through the Charter School Summer Summit which has hosted over 300 participants in various topics ranging from Education, Finance, Governance, Operation, and School Board training;
- The creation and maintenance of the Texas Charter Network website (txcharternetwork.org) which is used to promote the Charter School Summer Summit, provide free video modules from the Texas Education Agency, and, most recently, has become a hub for charter specific templates;
- Monitoring of the *theNetwork* technical assistance helpline through the Texas Education Agency Charter School Division phone number;
- Development of over fifty editable templates and forms that aid in charter data management, personnel management, and overall compliance;
- Establishment of a state-wide, one-on-one, technical assistance program in the area of PEIMS and Data Quality which focuses on helping charter schools create a solid foundation in policies and procedures while helping establish relationships between the charter school and their local Education Service Center.

With almost 200 specialists and a strong presence in both regional and state-wide charter school support, Education Service Center Region 11 has both the resources and expertise needed to encourage the success of both new and existing charter schools in a changing educational environment. This region center is leading the way in changing how people think about education and their responsibility of educating students through knowledgeable and experienced educational consultants, innovative facilities, online courses, and technology integration in the classroom.

As the 2016-2017 school year begins, it is the intent of the Education Service Center Region 11 to continuing the partnership with the Texas Education Agency with a renewed emphasis on helping Texas charter schools. This commitment to continuing and/or developing the tasks outlined within the following RFP items:

1.5(A) 1, 1.5(B) 1: Charter Superintendent Mentor Program (CSM)

Education Center Region 11 is planning to develop and oversee a Charter Superintendent Mentor Program in which charter school superintendents are selected, under the guidance of the Texas Education Agency, and provided a mentor. Education Service Center Regions 4, 10, 13, and 20 have agreed to assist Education Service Center Region 11 to help provide mentors to selected charter school superintendents within their respective regions. This partnership will not only help reduce costs to the state but will continue building the individual capacity of each service center by demonstrating themselves as a support to charter schools and thereby helping to meet the continued goals of the Texas Education Agency. Each mentor will receive training developed by Education Service Center Region 11 under the guidance of the Texas Education Agency so that mentors are equipped to coach mentees in the Public Education Information Management System (PEIMS), Financial Integrity Rating System of Texas (FIRST), Academic Accountability, Audits, Grants, Federal and State Funds, Attendance, Personnel, Curriculum, and Human Resources. The training for mentors will last for a total of five (5) days with three (3) of those days occurring in the fall and two (2) of those trainings occurring in the spring. The first set of trainings will be designed as an introduction to the new Charter Superintendent Mentoring (CSM) program as well as provide mentors research based best practices in each area of PEIMS, FIRST, Academic Accountability, Audits, Grants, Federal and State Funds, Attendance, Personnel, Curriculum, and Human Resources. The second set of trainings will provide additional information in each of the aforementioned areas, as well as legislative and legal changes.

1.5(A) 2, 1.5(B) 2: Records Retention (Compiling and Indexing Systems) Professional Development

Developing a records retention online training utilizing the recently acquired Canvas system. By utilizing Canvas Learning Management System, participants will be able to take a charter focused course on Record Retention in the areas of student, special programs, human resources and personnel record retention. The course will be designed to allow participants flexibility in when and where the course is taken.

In addition, a “Trainer of Trainers” session will be developed as a two part training designed to help ESC personnel better equip their regional charters. The first section will be geared towards student record organization and retention. The section will be geared towards Human Resource and Finance record organization and retention. The result will be two trainings that can be presented in unison or individually for related roles. Trainings will include best practices of record retention, record organization, and record management for the respective roles. Heavy emphasis will be placed on legal requirements and consequences, evaluation of local board policy in the area of record retention, and best practice in record management.

1.5(A) 3: Summer Summit 2017 and 1.5(B) 3: Summer Summit 2018

Education Service Center Region 11 has had the honor of successfully organizing previous Charter School Summer Summits and is looking forward to continuing to do so. Per previous discussions and preliminary planning, the Charter School Summer Summit 2017 and 2018 will be hosted, pending official Texas Education Agency approval, at the Westin at the Domain in Austin, Texas. The purpose of the Charter School Summer Summit is to provide an opportunity for new charter holders to attend their required orientation while also providing an opportunity for existing charter holders to receive additional, charter school specific, professional development. Additionally, both new and existing charter holders have the opportunity to network, share best practice, and share resources as they seek to find ways to best serve their students. Hosting the Charter School Summer Summit at the Westin at the Domain allows participants multiple locations to meet, network and debrief without having to leave the conference site.

As in previous years, the Charter School Summer Summit will encompass two days of professional development designed for both new and seasoned charter school operators and personnel. The Westin at the Domain provides an intimate space that easily accommodates 400 participants along with an elegant and comfortable atmosphere. During the summit, participants will be treated to breakfast and lunch so that the two days can be fully maximized with up to two keynote speakers, special guest speakers from the Texas Education Agency, and multiple sessions that cover topics related to Education, Finance, Governance, Operation, and School Board training and participants will receive professional development credit for sessions attended.

Through this contract, newly awarded charter schools will have the opportunity to attend the Summer Summit at no charge including travel and expenses for up to 10 people. Existing charter

holders have the opportunity to attend the Summer Summit at the affordable rate previously set of \$100 per person. Any increase in that fee will be at the discretion of the Texas Education Agency.

1.5(B) 4: PEIMS Support for Charters

The Education Service Center Region 11 has provided PEIMS and Data Quality training and technical assistance under the previous grant. The continued role will be to help newly awarded charter schools learn what is required in all areas of PEIMS reporting, Data Quality, and Accountability. To accomplish this, new charter schools receive an extensive Data Quality Manual that was designed to help charter schools manage their PEIMS data. The manual includes examples of how a charter school is to address and code a student's specific needs in PEIMS as well as how to create checks and balances in the data gathering and reporting process. Initial trainings include the Superintendent, Campus Principal(s), Special Program Coordinators, PEIMS Coordinators, Registrars, and Special Education Coordinators in order to help the new charter develop a system of collaboration and teamwork that helps support and encourage quality data that is ultimately reported in PEIMS. Training will focus on including Special Education, Title I, Prekindergarten, Gifted and Talented, Immigrant and Migrant, ESL and Bilingual, Course Completion, and Discipline data.

The purpose of PEIMS Support for Charters training and technical assistance is to insure that the newly awarded charter has foundational knowledge and understanding that allows them to operate under the same state laws and guidelines as other more established charters and districts. The entire process will include the local Education Service Center of the serviced charter school so that the newly awarded charter is encouraged to participate and receive services from their local region center.

1.5(B) 5: Maintenance of network of Charter School Support Services Website

The Education Service Center Region 11 will continue the development and maintenance of www.txcharternetwork.org website. *TheNetwork* website has undergone extensive upgrades to help create an easy to use interface where users can easily find anything related to their specific needs. *TheNetwork* website includes the posting of Summer Summit information and presentations, online video modules, forms and templates, and any other resources that could potentially benefit charter schools. Over the next two years, the expectation is to introduce additional forms, videos, and information that charter schools can utilize for their own professional development.

1.5(B) 6: Best Practices Handbook/Electronic Standard Forms (Updates)

TheNetwork website already hosts a vast array of custom designed forms and templates which, based on feedback, have proven beneficial for a number of charters. The expectation is to continue developing forms and templates based on best practices as requested by Texas charter schools as well as receive forms and templates from other charters willing to share their resources.

The forms would be one part of a larger Best Practices Handbook that charter schools would be able to access and utilize. Education Service Center Region 11 is planning on developing a comprehensive Best Practices Handbook that moves beyond the forms and templates to provide explanations of many of the policies, procedures, expectations, and administrative practices of successful charter schools. The purpose of this handbook will be to help charter schools know how to address specific issues that may arise within their day-to-day charter activities including how to address or prevent issues in the areas of: Human Resource, Governance, Operation, Education, and Board Policy. The Best Practices Handbook will utilize some of the previous work originally developed by the Texas Charter School Association for *TheNetwork* and update it with information more applicable for today's charter schools. Once completed, the Best Practices Handbook will be made available online for all charter schools to utilize.

1.5(B) 7: Instructional Modules (New and Updates)

One of the greatest resources on *theNetwork* website are video training modules. These modules are being developed to allow new and existing charter holders to gain additional insight in specific topics addressed by the Texas Education Agency. Under this contract, new video modules will be developed and some of the existing, outdated, modules will be updated by utilizing Texas Education Agency staff or other individuals approved by the Texas Education Agency. The video modules will address key educational issues and be made available to charter schools, free of charge, for the purpose of knowledge and continued education. In addition, these modules will be used in online training courses through the Canvas Learning Management System so that participants can have an opportunity to receive continuing professional education credit hours.

1.5(A) 4: Attendance at the 2017 TCSA State Conference and the 2017 National Alliance for Public Charter School Conference for ESC and Agency Personnel and 1.5(B) 8: Attendance at the 2018 TCSA State Conference and the 2018 National Alliance for Public Charter School Conference for ESC and Agency Personnel

Just as is the case for the Charter School Summer Summit, individual and organizational networking is foundational and instrumental. In addition, it is important for charter school leaders to participate in professional development opportunities and network with Texas Charter Schools. To accomplish this, both Education Service Center Region 11 and the Texas Education Agency need to have a presence at both the Texas Charter School Association and the National Alliance for Public Charter School Conference. Both conferences center their professional development on charter school success.

Education Service Center Region 11 has participated as a PEIMS and Data Quality presenter at the Texas Charter School Association during the 2014 and 2015 conferences which has created additional leverage in networking and creating partners with Texas charter schools. Therefore, it is important that both Education Service Center Region 11 and the Texas Education Agency, working together as *theNetwork*, send representatives to both conferences in 2017 and 2018. This will allow us to work together to create networking opportunities, promote the Texas Charter School Summer Summit, provide a sample of quality professional development by leading a session, and demonstrate overall support for Texas Charter Schools. In addition, participation at the National Alliance for Public Charter School Conference demonstrates to the Department of Education and other state agencies that Texas is serious about supporting charter schools and utilizing charters to support classroom innovation.

ATTACHMENT 2

**CONTRACTOR'S FINAL BUDGET SUMMARY, DATED AUGUST 23, 2016,
is here incorporated by reference**

Exhibit 1- Contractor's Final Budget Summary/Task Activity Report dated August 23, 2016;

**BUDGET SUMMARY AND TASK ACTIVITY REPORT
Texas Charter School Support Services: RFP #: 701-16-033**

Project Description and Requirements - Year 1 - Award 8/31/2016 - 8/31/2017

Deliverable Number	Task/Subtask/Subtask Items	Deliverable Type	Timeline	Cost	Salary / Admin Fee	Cost Justification
1.5(A) 1	Charter Superintendent Mentor Program (CSM)			\$181,250.00	\$91,935.00	\$950/day X 14 total days (5 days of training + 9 onsite visit days) per identified Charter Supt. (inclusive of all costs associated with this task.)
	1.1: Provide mentors (field practitioners) for CEOs/Superintendents of schools in first year of operation)	Superintendent Mentors will be located within the region of the assigned superintendent. Projected cost of \$66,500 is reflective of 5 days of training + 16 onsite visits (2 days per month; Sept, Oct, Nov, Dec, Jan, Feb, Mar, May) for an estimated 5 TEA approved superintendents. Additional superintendent mentors are an additional \$12,350. To help increase the capacity of the local service center, funds will flow through to the local Education Service Center Regions 4, 10, 13, and 20 as subcontractors based on the numbers of Superintendent mentors needed within their region.	9/1/2016 - 5/31/2017	\$61,750.00	\$29,250.00	\$950 x 5 Days for training (\$4750) and \$475 (half day wage) for each contact day for 18 days (\$7600) for each mentee \$2500.00 - Training \$4000.00 - Contact Day (\$250x16 Days) Total=\$6500.00 per school mentee \$2250 - Admin Fee for Training including Trainers \$3600 - Admin Fee (\$225x16 Days) Total Salary = \$29250.00 (\$5850x5)
	1.2: Provide Mentors for CEOs/Superintendents of strike one schools (contracted positions)	Superintendent Mentors will be located within the region of the assigned superintendent. Projected cost of \$56,525 is reflective of 5 days of training + 7 onsite visits (1 day per month; Sept, Oct, Nov, Dec, Jan, Feb, Mar, May) for an estimated 7 strike one schools out of 13 TEA approved superintendents from strike one and strike two schools. Additional superintendent mentors are an additional \$8,075. To help increase the capacity of the local service center, funds will flow through to the local Education Service Center Regions 4, 10, 13, and 20 as subcontractors based on the numbers of Superintendent mentors needed within their region.	9/1/2016 - 5/31/2017	\$56,525.00	\$26,775.00	\$950 x 5 Days for training (\$4750) and \$475 (half day wage) for each contact day for 5 days (\$3325) for each mentee \$2500.00 - Training \$1750.00 - Contact Day (\$250x7 Days) Total=\$4250.00 per school mentee \$2250 - Admin Fee for Training including Trainers \$1575 - Admin Fee (\$225x7 Days) Total Admin Fee = \$26775.00 (\$3825x13 Schools) \$950 x 5 Days for training (\$4750) and \$475 (half day wage) for each contact day for 5 days (\$3325) for each mentee \$2500.00 - Training \$1750.00 - Contact Day (\$250x7 Days) Total=\$4250.00 per school mentee \$2250 - Admin Fee for Training including Trainers \$1575 - Admin Fee (\$225x7 Days) Total Salary/Admin Fee = \$22950.00 (\$3825x6) \$1900 = \$950 for 2 days + \$135 for advertisements
	1.3: Provide Mentor support for strike 2 schools for CEOs/Superintendents	Superintendent Mentors will be located within the region of the assigned superintendent. Projected cost of \$48,450 is reflective of 5 days of training + 7 onsite visits (1 day per month; Sept, Oct, Nov, Dec, Jan, Feb, Mar, May) for an estimated 6 strike two schools out of 13 TEA approved superintendents from strike one and strike two schools. Additional superintendent mentors are an additional \$8,075. To help increase the capacity of the local service center, funds will flow through to the local Education Service Center Regions 4, 10, 13, and 20 as subcontractors based on the numbers of Superintendent mentors needed within their region.	9/1/2016 - 5/31/2017	\$48,450.00	\$22,950.00	\$950 x 5 Days for training (\$4750) and \$475 (half day wage) for each contact day for 5 days (\$3325) for each mentee \$2500.00 - Training \$1750.00 - Contact Day (\$250x7 Days) Total=\$4250.00 per school mentee \$2250 - Admin Fee for Training including Trainers \$1575 - Admin Fee (\$225x7 Days) Total Salary/Admin Fee = \$22950.00 (\$3825x6) \$1900 = \$950 for 2 days + \$135 for advertisements
	1.3.1: Contracted qualified professionals vetted through the application process (RFQ written with TEA oversight/approval) to mentor all first year CEO's/Superintendents and all superintendents of strike 1 schools.	Collaborate with ESC 11 Business office to develop and facilitate RFQ process with TEA oversight/approval; Post RFQ for 2016-2017 Mentors.	8/1/2016	\$2,850.00	\$2,035.00	
	1.3.2: Training/Coaching sessions (to include TEA staff) and to include the following components:	a) Prior to 2-day mentor training, a.) Mentors (CSMs) will participate in the BEI training to be developed by Region 11 which will include Gallup StrengthFinders Leadership Assessment components b.) Members of the Superintendents' Cohort will participate in the BEI training to be developed by Region 11 which will include Gallup StrengthFinders Leadership Assessment components; and c.) ESC Region 11 will conduct a virtual orientation to introduce the program and match up mentors.	9/1/2016	\$750.00	Cost included in staff salary	The Gallup StrengthsFinders Leadership Assessment online tool is \$15/person. Participants receive the results and a copy of the StrengthsFinders Leadership e-book. There is no external costs for the BEI development.
		b) ESC 11 will work with the Texas Education Agency to provide two-part mentor training. Part 1: Mentor process 2-day training to be subcontracted and held in Austin; Part 2 - Content training by regional service centers and TEA	9/1/2016	\$2,850.00	\$2,850.00	\$950 for 3 days

Exhibit 1- Contractor's Final Budget Summary/Task Activity Report dated August 23, 2016;

**BUDGET SUMMARY AND TASK ACTIVITY REPORT
Texas Charter School Support Services: RFP #: 701-16-033**

Project Description and Requirements - Year 1 - Award 8/31/2016 - 8/31/2017

Deliverable Number	Task/Subtask/Subtask Items	Deliverable Type	Timeline	Cost	Salary / Admin Fee	Cost Justification
		c) ESC 11 will work with the Texas Education Agency to provide a two day refresher training in the spring. Training will include a combination of TEA staff and educational consultants from ESC 11 to share research based best practices outlined 1.3.2.1 through 1.3.2.10. Focusing on any legal changes or changes in the Superintendent Mentor Program. To save on costs and increase the capacity of the service center, the training will be conducted online using a webinar system or TETN.	1/1/2017	\$1,900	\$1,900	\$950 for 2 day
	1.3.2.1: (PEIMS) Public Education Information Management System	See description for 1.3.2	9/1/2016	Cost included in 1.3.2		
	1.3.2.2: (FIRST) Financial Integrity Rating System of Texas)	See description for 1.3.2	9/1/2016	Cost included in 1.3.2		
	1.3.2.3: Academic Accountability	See description for 1.3.2	9/1/2016	Cost included in 1.3.2		
	1.3.2.4: Audits	See description for 1.3.2	9/1/2016	Cost included in 1.3.2		
	1.3.2.5: Grants	See description for 1.3.2	9/1/2016	Cost included in 1.3.2		
	1.3.2.6: Federal and State Funds	See description for 1.3.2	9/1/2016	Cost included in 1.3.2		
	1.3.2.7: Attendance	See description for 1.3.2	9/1/2016	Cost included in 1.3.2		
	1.3.2.8: Personnel	See description for 1.3.2	9/1/2016	Cost included in 1.3.2		
	1.3.2.9: Curriculum	See description for 1.3.2	9/1/2016	Cost included in 1.3.2		
	1.3.2.10: Human Resources	See description for 1.3.2	9/1/2016	Cost included in 1.3.2		
	1.4: Assignment of CSMs (TEA approval required)	Work with TEA Coordinator to assign mentors from list of responses from RFQ process.	8/20/2016	\$950.00	\$950.00	\$950 Daily Rate
	1.5: Best Practices/Research/University Component	Superintendent mentors will have a resume that demonstrates best practices and research based components in previous education experience. Training will also include current best practices and research based components to be sure superintendent mentees receive the most current in information.	9/1/2016 - 5/31/2017	Cost included in 1.5		
	1.6: Minimum number of onsite visits to charter school per month (TEA approval required)	For new charter school superintendents, onsite visits will take place 2 times a month for a total of 14 times. Strike one and strike two schools will receive a 1 onsite visits per month for a total of 7 months: Sept, Oct, Nov, Jan, Feb, Mar, May, June, Aug.	9/1/2016 - 5/31/2017	Cost included in 1.5		
	1.7: Monthly evaluation form to be completed by superintendents and submitted to the selected proposer.	Create and administer monthly evaluation to be completed by participating superintendents.	Monthly	\$950.00	\$950.00	\$950 Daily Rate
	1.8: Monthly evaluation form to be completed by Monthly report of evaluations to be submitted electronically to the TEA program coordinator.	Create and submit monthly report to TEA Coordinator.	7/30/2017	\$4,275.00	\$4,275.00	\$475 half day per Month for 9 months
	1.9: Prior TEA approval required before implementation of all products/services/personnel hiring/training.	Progression of the mentoring program including all hiring postings and decisions will receive prior TEA approval.		\$0.00		

Exhibit 1- Contractor's Final Budget Summary/Task Activity Report dated August 23, 2016;

**BUDGET SUMMARY AND TASK ACTIVITY REPORT
Texas Charter School Support Services: RFP #: 701-16-033**

Project Description and Requirements - Year 1 - Award 8/31/2016 - 8/31/2017

Deliverable Number	Task/Subtask/Subtask Items	Deliverable Type	Timeline	Cost	Salary / Admin Fee	Cost Justification
1.5(A) 2	Records Retention (Compiling and Indexing Systems) Professional Development			\$19,000.00	\$19,000.00	
	2.1: Creation of Electronic Presentation/Training Module beginning fall of 2016	a) Online course through Canvas addressing Record Retention for Student Records and Special Programs. Projected total includes course development, and course oversight.	6/1/2017	\$4,750.00	\$4,750.00	\$950/day for 5 days (2 weeks); figured based on course development and course oversight
		b) Online course through Canvas addressing Record Retention for Human Resource and Personnel. Projected total includes course development, and course oversight.	6/1/2017	\$4,750.00	\$4,750.00	\$950/day for 5 days (2 weeks); figured based on course development and course oversight
	2.2: Trainer of Trainers Sessions (ESCs with charter schools within their region)	a) Develop a two part Record Retention trainer-of-trainers module that includes 1) student record organization and retention and 2) HR/Finance record organization and retention to result in a full day or two half day trainings. Trainings will be completed online in live webinar format following a similar model to TEAs TSDS Champion Training. Training will be recorded to allow for future online trainings through the ESC11 subscription service, Canvas.	11/20/2016	\$9,500.00	\$9,500.00	\$950/day for 10 days (2 weeks); figured based on course development and course oversight
1.5(A) 3	Summer Summit 2017 (2 Full Days)	Projected total for providing a Summer Summit at the previously TEA approved Westin at the Domain in Austin, Texas for a total of 400 participants from both new and previously established charters. All projected costs are based on previous Summer Summit requirements set forth by TEA. New participants will participate in TEA required sessions to fulfill their orientation requirements. Established charter participants can participate in general sessions as well as their choice of break out sessions in the areas of Governance, Education, Financial, Operation, Charter School Board. Participants will receive continuing education credit for sessions attended.		\$194,780.00	\$31,350.00	Minimum guest room rental and food and beverage minimum for 400 - \$90,000; Speakers/guest presenters - \$15,000; A/V package - \$12,000; WiFi access - \$3,000; \$800 registration fees; \$2,400 for promotional booth at TCSEA; \$700 for printing; \$5,060 for Generation 22 compensation; \$51,000 for travel to Generation 22 schools prior; Subtract \$40,000 made in revenue for 400 Summit participants at \$100 each.
	3.1: Coordinating and funding all aspects of Summer Summit 2017 including:					
	3.1.1: securing a venue (by end of summer of 2017) for 2 full days for at least 400 attendees to include 2 breakfasts and 2 lunches	Develop a contract with hotel venue that can accommodate desired specifications for the second week in June pending availability. Projected amount based on 2016 Summer Summit at the Westin at the Domain and communicatin from Texas Education Agency of hosting 2017 Summer Summit, again, at the Westin at the Domain. Contract should include all costs including minimum revenue for guest rooms, food and beverage for breakfast and lunch for two days, an audio/visual package, and WiFi access. Projected amount is based on 300 participants paying Texas Education Agency approved amount of \$100. Remaining 100 participants pay not registration fee due to presenting or being a newly awarded charter (2017/Gen 21)	8/31/2016	\$60,000.00	\$4,750.00	\$100,000 hotel total - \$30000 (\$100 for 300 paying participants) + \$950 X 5 Days administration
	3.1.2: securing 2 keynote speakers to include keynote and 2 additional sessions each	Collaborate with TEA contract coordinator to create a list of desired speakers. Contact speakers for availability, scheduling, and development of contract.	11/1/2016	\$15,000.00		Based on approximately cost for two previous Summit speakers
	3.1.3: scheduling all summit sessions (with foresight from TEA contract coordinator)	Collaborate with TEA contract coordinator to develop summit sessions. Consult participant survey/evaluation data from previous summits, legislative updates, and public education/charter trends (hot topics) to use as a guide in planning sessions.	3/31/2017	\$4,750.00	\$4,750.00	\$950 X 5 Days for administrative costs
	3.1.4: securing/providing all necessary technology	Coordinate with venue regarding providing all audio/visual equipment necessary including but not limited to microphones, projectors, and projection screens. Ensure that reservation of venue's technology is outlined in summit contract. Any needed additional technology such as laptops and "clickers" will be provided by ESC Region 11 at the summit. Wireless internet access should also be included in the contract with the venue.	9/1/2016	\$15,000.00		A/V package approximately \$12,000; WiFi access approximately \$3,000

Exhibit 1- Contractor's Final Budget Summary/Task Activity Report dated August 23, 2016;

BUDGET SUMMARY AND TASK ACTIVITY REPORT

Texas Charter School Support Services: RFP #: 701-16-033

Project Description and Requirements - Year 1 - Award 8/31/2016 - 8/31/2017

Deliverable Number	Task/Subtask/Subtask Items	Deliverable Type	Timeline	Cost	Salary / Admin Fee	Cost Justification
	3.1.5: creating registration link and overseeing all registration	Two event plans will be created and housed in the ESC Region 11 OnTrac system - one for "regular registration" and one for "designated attendees." Designated attendees will include all Generation 23 charter representatives, presenters, and facilitators. The entire registration process including instructing registrants on how to register and troubleshooting problems for registrants if/when they arise will be handled by ESC Region 11 staff.	2/28/2017	\$800.00		Per previous grant projected line item related to Internal Services - CRIS
	3.2: Designing promotional materials (including logo and save the date flyer) for summit	Summit logo and Save the Date flyer will be designed by in-house ESC Region 11 staff while collaborating with TEA contract coordinator in order to promote the Summit.	9/9/2016	\$1,425.00	\$1,425.00	\$950 x 1.5 days administrative costs
	3.3: Reserving/manning booth for display of promotional materials during TCSA Conference prior to Summer Summit 2018	a) Receive booth reservation confirmation from Texas Charter School Association.	5/31/2017	\$2,700.00	\$950.00	Potential \$1750 for booth rental if TCSA opts to charge (no charge previously) + \$950 labor
		b) Promotional items will be displayed and handed out to TCSA Conference participants promoting the Summit including SWAG and fliers.	10/3/2016	\$3,000.00		Estimated printing costs
	3.4: Mailing out Save the Date flyers and additional promotional items	Save the Date flyers will be mailed to all charter superintendents in the state promoting the Summit.	2/28/2017	\$2,000.00	\$950.00	\$2.00 per flyer for mailing x 1000
	3.5: Creating and posting of summit promotional slide show	A promotional video will be made using video footage from previous Summits and will highlight the upcoming theme for the Summit. It will be housed on the Network web site, and a link to the video will be sent to all charter superintendents in the state.	2/28/2017	\$4,000.00		Based on prior estimates for videographer for taping and editing.
	3.6: Promoting summit on The Network webpage and other sites	a) The promotional video will be housed on the Network web site.	2/28/2017	Cost included in previous grant		
		b) Summit information including Save the Date flyer, keynote speaker(s), breakout sessions, and venue information provided on home page of the Network web site.	2/28/2017	\$950.00	\$950.00	\$950 Administrative Cost
		c) Summit promotional information posted on ESC Region 11 web site and included in ESC Today (bi-monthly electronic newsletter) sent to subscribers across Region 11.	2/28/2017	Cost included in previous grant		
		d) Summit promotional email sent out monthly to new charters and listserv members from previous summits. Newsletters are sent out Jan, Feb, Mar, and twice Apr and May sharing key information regarding the summit.	1/30/2017 - 6/30/2017	\$3,325.00	\$3,325.00	\$950 x 3.5 (7- 1/2 day admin)
	3.7: Printing of all summit programs and other materials	The following items will be printed for the Summit: Conference programs; signage to inform and direct participants; participant name badges; facilitator packets; presenter packets; surveys.	6/1/2017	\$1,500.00		According to previous grant budget projections for Internal Services - Printing multiplied by 2 due to increase in printing costs
	3.8: Providing 8 hours of board training session for at least 50 participants during the summit	A separate board training strand will be provided for any and all Summit participants who wish to attend. Commissioner's credit will be provided to participants in the following areas: public records, school finance, school law, open meetings, and accountability to the public (other). Board training will be conducted by either certified ESC personnel or certified TCSA personnel.	6/12/2017	\$15,080.00		4 ESC personnel x \$1900 (\$950 for 2 days) + 2 x (\$375 travel + \$175 lodging per night + \$65-\$36 meals per day) + \$950 Travel time. Lodging rates shall follow CPA state of Texas travel guidelines.
	3.9: Providing registration, travel, and hotel stay (not to exceed GSA) for all Generation 22 charter school representatives (up to 10 per charter). Attendance required for superintendent.	Prior to the Summit, face-to-face meetings will be scheduled with each Generation 22 superintendent (or designee). Mandatory attendance will be discussed as well as all information pertinent to the Summit including registration, travel, and hotel reservations. All paperwork will be given to each superintendent outlining reimbursement procedures.	6/12/2017	\$51,000.00		\$100 registration fee + approximate \$375 travel + \$175/night per night + \$65/meals per day for three days and two nights for 5 Gen 22 charters for up to a max of 10 people per charter (3 pending award and possibility of University charter development) Lodging rates shall follow CPA state of Texas travel guidelines.
	3.10: Compilation of data evaluations from summit attendees sent to TEA contract coordinator in electronic format, no later than 1 month after summit.	Data evaluations will be compiled and organized immediately upon the conclusion of the Summit. They will then be sent to TEA contract coordinator. Collaboration will then begin between ESC Region 11 and TEA contract coordinator regarding feedback in order to begin planning for the following year's Summit.	7/12/2017	\$3,800.00	\$3,800.00	\$950 Staff x 4 Days

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BUDGET SUMMARY AND TASK ACTIVITY REPORT

Texas Charter School Support Services: RFP #: 701-16-033

Project Description and Requirements - Year 1 - Award 8/31/2016 - 8/31/2017

Deliverable Number	Task/Subtask/Subtask Items	Deliverable Type	Timeline	Cost	Salary / Admin Fee	Cost Justification
	3.11: Tracking, coordinating and issuing credit hours for summit attendees.	After evaluations are compiled and organized, ESC Region 11 staff will verify attendance of all Summit participants and enter corresponding CPE hours accordingly in the ESC Region 11 registration system. Beginning in the 2017 Summer Summit, ESC 11 will utilize an electronic system to aid in the attendance tracking process which we are projecting to cost \$5,000 in addition to the 2 days of administrative time at \$950 per day.	7/1/2017	\$9,500.00	\$9,500.00	\$950 Staff x 10 Days Admin or 3 Days Staff + \$6650 for electronic system
	3.12: Posting all PowerPoints and resources from summit to Network webpage (available for 1 full year).	All presentations and accompanying hand-outs from all of the Summit presenters will be requested by ESC Region 11 staff prior to the Summit. Once received, they will be posted to the Network web page under the Training tab as well as housed in SCHED, the online conference app so that Summit participants may access the information before, during, and immediately after the Summit.	7/1/2017	\$950.00	\$950.00	\$950 Staff (full day equivalent)
1.5(A) 4	Conference Attendance (ESC and Agency Personnel)			\$31,090.00	\$7,600.00	
		2017 TCSA State Conference - Registration, travel, and meals for of up to three (3) ESC11 participants and three (3) TEA participants.	9/30/2017	\$15,020.00	\$3,800.00	\$2850 = (\$950 staff x 3) \$3450=(\$575 registration fee x 6) \$4500= (\$750 flight travel x 6) \$2100= (\$175 x 2 nights) x 6 \$1170= (\$65/meals per day x 3) x 6 \$950 administrative Lodging rates shall follow CPA state of Texas travel guidelines.
		2017 National Alliance for Public Charter School Conference - Registration, travel, and meals for of up to three (3) ESC11 participants and three (3) TEA participants.	6/1/2017	\$16,070.00	\$3,800.00	\$2850 = (\$950 staff x 3) \$4500 =(\$750 registration fee x 6) \$4500 = (\$750 flight travel x 6) \$2100 = (\$175 x 2 nights) x 6 \$1170 = (\$65/meals per day x 3) x 6 \$950 administrative \$650 staff + \$750 registration fee + approximate \$800 travel + \$200/lodging per night + \$65/meals per day for four days and three nights for six (6) people Lodging rates shall follow CPA state of Texas travel guidelines.
1.5(A) 5	Phone conferences every two weeks with TEA contract coordinator	Schedule and document phone conferences with contract coordinator to provide updates on various projects within the grant and to determine any project adjustments or obtain Texas Education Approval as needed. Projected amount based on hourly administrative costs. ESC Region 11 Contact is Billy Schewee, Charter Specialist 817-740-7555, bschewee@esc11.net	Monthly	\$3,120.00	\$3,120.00	\$120 / hr administrative / staff cost x 26 hours
1.5(A) 6	Any amendment to the contract prior approval must be granted prior to implementation			Included		
1.5(A) 7	Quarterly Status Report			\$2,850.00	\$2,850.00	
		Quarterly status report (August - November)	11/25/2016	\$950.00		\$950 staff/administrative
		Quarterly status report (December - March)	4/28/2017	\$950.00		\$950 staff/administrative
		Quarterly status report (April - July)	7/28/2017	\$950.00		\$950 staff/administrative
	Total All Tasks			\$432,090.00	\$155,855.00	
	Combined Task Total / 2017 & 2018			\$1,080,550.00	\$487,025.00	

Exhibit 1 - Contractor's Final Budget Summary/Task Activity Report dated August 23, 2016;

BUDGET SUMMARY AND TASK ACTIVITY REPORT

Texas Charter School Support Services: RFP #: 701-16-033

Project Description and Requirements - Year 2 - Award 9/1/2017 - 8/31/2018

Deliverable Number	Task/Subtask/Subtask Items	Deliverable Type	Timeline	Cost	Salary / Admin Fee	Cost Justification
1.5(B) 1	Charter Superintendent Mentor Program (CSM)			\$180,500.00	\$92,750.00	\$950/day X 14 total days (5 days of training + 9 onsite visit days) per identified Charter Supt. (inclusive of all costs associated with this task.)
	1.1: Provide mentors (field practitioners) for CEOs/Superintendents of schools in first year of operation)	Superintendent Mentors will be located within the region of the assigned superintendent. Projected cost of \$66,500 is reflective of 5 days of training + 16 onsite visits (2 days per month; Sept, Oct, Nov, Dec, Jan, Feb, Mar, May) for an estimated 5 TEA approved superintendents. Additional superintendent mentors are an additional \$12,350. To help increase the capacity of the local service center, funds will flow through to the local Education Service Center Regions 4, 10, 13, and 20 as subcontractors based on the numbers of Superintendent mentors needed within their region.	9/1/2017 - 5/31/2018	\$61,750.00	\$29,250.00	\$950 x 5 Days for training (\$4750) and \$475 (half day wage) for each contact day for 18 days (\$7600) for each mentee \$2500.00 - Training \$4000.00 - Contact Day (\$250x16 Days) Total=\$6500.00 per school mentee \$2250 - Admin Fee for Training including Trainers \$3600 - Admin Fee (\$225x16 Days) Total Salary = \$29250.00 (\$5850x5)
	1.2: Provide Mentors for CEOs/Superintendents of strike one schools (contracted positions)	Superintendent Mentors will be located within the region of the assigned superintendent. Projected cost of \$56,525 is reflective of 5 days of training + 7 onsite visits (1 day per month; Sept, Oct, Nov, Dec, Jan, Feb, Mar, May) for an estimated 7 strike one schools out of 13 TEA approved superintendents from strike one and strike two schools. Additional superintendent mentors are an additional \$8,075. To help increase the capacity of the local service center, funds will flow through to the local Education Service Center Regions 4, 10, 13, and 20 as subcontractors based on the numbers of Superintendent mentors needed within their region.	9/1/2017 - 5/31/2018	\$56,525.00	\$26,775.00	\$950 x 5 Days for training (\$4750) and \$475 (half day wage) for each contact day for 5 days (\$3325) for each mentee \$2500.00 - Training \$1750.00 - Contact Day (\$250x7 Days) Total=\$4250.00 per school mentee \$2250 - Admin Fee for Training including Trainers \$1575 - Admin Fee (\$225x7 Days) Total Admin Fee = \$26775.00 (\$3825x13 Schools)
	1.3: Provide Mentor support for strike 2 schools for CEOs/Superintendents	Superintendent Mentors will be located within the region of the assigned superintendent. Projected cost of \$48,450 is reflective of 5 days of training + 7 onsite visits (1 day per month; Sept, Oct, Nov, Dec, Jan, Feb, Mar, May) for an estimated 6 strike two schools out of 13 TEA approved superintendents from strike one and strike two schools. Additional superintendent mentors are an additional \$8,075. To help increase the capacity of the local service center, funds will flow through to the local Education Service Center Regions 4, 10, 13, and 20 as subcontractors based on the numbers of Superintendent mentors needed within their region.	9/1/2017 - 5/31/2018	\$48,450.00	\$22,950.00	\$950 x 5 Days for training (\$4750) and \$475 (half day wage) for each contact day for 5 days (\$3325) for each mentee \$2500.00 - Training \$1750.00 - Contact Day (\$250x7 Days) Total=\$4250.00 per school mentee \$2250 - Admin Fee for Training including Trainers \$1575 - Admin Fee (\$225x7 Days) Total Salary/Admin Fee = \$22950.00 (\$3825x6)
	1.3.1: Contracted qualified professionals vetted through the application process (RFQ written with TEA oversight/approval) to mentor all first year CEO's/Superintendents and all superintendents of strike 1 schools.	Collaborate with ESC 11 Business office to develop and facilitate RFQ process with TEA oversight/approval; Post RFQ for 2016-2017 Mentors.	8/1/2017	\$2,850.00	\$2,850.00	\$950 for 3 Days

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Texas Charter School Support Services: RFP #: 701-16-033

Project Description and Requirements - Year 2 - Award 9/1/2017 - 8/31/2018

Deliverable Number	Task/Subtask/Subtask Items	Deliverable Type	Timeline	Cost	Salary / Admin Fee	Cost Justification
	1.3.2: Training/Coaching sessions (to include TEA staff) and to include the following components:	a) ESC 11 will work with the Texas Education Agency to provide three days of initial training. Training will include a combination of TEA staff and educational consultants from ESC 11 to share research based best practices outlined 1.3.2.1 through 1.3.2.10. The fall training will focus on introducing mentors to the program and research based practice in helping their fellow mentees.	9/1/2017	\$2,850.00	\$2,850.00	\$950 for 3 days
		b) ESC 11 will work with the Texas Education Agency to provide a two day refresher training in the spring. Training will include a combination of TEA staff and educational consultants from ESC 11 to share research based best practices outlined 1.3.2.1 through 1.3.2.10. Focusing on any legal changes or changes in the Superintendent Mentor Program. To save on costs and increase the capacity of the service center, the training will be conducted online using a webinar system or TETN.	1/1/2018	\$1,900	\$1,900	\$950 for 2 day
	1.3.2.1: (PEIMS) Public Education Information Management System	See description for 1.3.2	9/1/2017	Cost included in 1.3.2		
	1.3.2.2: (FIRST) Financial Integrity Rating System of Texas)	See description for 1.3.2	9/1/2017	Cost included in 1.3.2		
	1.3.2.3: Academic Accountability	See description for 1.3.2	9/1/2017	Cost included in 1.3.2		
	1.3.2.4: Audits	See description for 1.3.2	9/1/2017	Cost included in 1.3.2		
	1.3.2.5: Grants	See description for 1.3.2	9/1/2017	Cost included in 1.3.2		
	1.3.2.6: Federal and State Funds	See description for 1.3.2	9/1/2017	Cost included in 1.3.2		
	1.3.2.7: Attendance	See description for 1.3.2	9/1/2017	Cost included in 1.3.2		
	1.3.2.8: Personnel	See description for 1.3.2	9/1/2017	Cost included in 1.3.2		
	1.3.2.9: Curriculum	See description for 1.3.2	9/1/2017	Cost included in 1.3.2		
	1.3.2.10: Human Resources	See description for 1.3.2	9/1/2017	Cost included in 1.3.2		
	1.4: Assignment of CSMs (TEA approval required)	Work with TEA Coordinator to assign mentors from list of responses from RFQ process.	8/20/2017	\$950.00	\$950.00	\$950 Daily Rate
	1.5: Best Practices/Research/University Component	Superintendent mentors will have a resume that demonstrates best practices and research based components in previous education experience. Training will also include current best practices and research based components to be sure superintendent mentees receive the most current in information.	9/1/2017 - 5/31/2018	Cost included in 1.5		
	1.6: Minimum number of onsite visits to charter school per month (TEA approval required)	For new charter school superintendents, onsite visits will take place 2 times a month for a total of 14 times. Strike one and strike two schools will receive a 1 onsite visits per month for a total of 7 months: Sept, Oct, Nov, Jan, Feb, Mar, May, June, Aug.	9/1/2017 - 5/31/2018	Cost included in 1.5		
	1.7: Monthly evaluation form to be completed by superintendents and submitted to the selected proposer.	Create and administer monthly evaluation to be completed by participating superintendents.	Monthly	\$950.00	\$950.00	\$950 Daily Rate
	1.8: Monthly evaluation form to be completed by Monthly report of evaluations to be submitted electronically to the TEA program coordinator.	Create and submit monthly report to TEA Coordinator.	7/30/2018	\$4,275.00	\$4,275.00	\$475 half day per Month for 9 months

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Deliverable Number	Task/Subtask/Subtask Items	Deliverable Type	Timeline	Cost	Salary / Admin Fee	Cost Justification
	1.9: Prior TEA approval required before implementation of all products/services/personnel hiring/training.	Progression of the mentoring program including all hiring postings and decisions will receive prior TEA approval.		\$0.00		
1.5(B) 2	Records Retention (Compiling and Indexing Systems) Professional Development			\$5,700.00	\$5,700.00	
	2.1: Creation of Electronic Presentation/Training Module beginning fall of 2016	a) Online course through Canvas addressing Record Retention for Student Records and Special Programs. Projected total includes course development, and course oversight.	6/1/2018	\$1,900.00	\$1,900.00	\$950/day for 2 days; figured based on course update oversight
		b) Online course through Canvas addressing Record Retention for Human Resource and Personnel. Projected total includes course development, and course oversight.	6/1/2018	\$1,900.00	\$1,900.00	\$950/day for 2 days; figured based on course update oversight
	2.2: Trainer of Trainers Sessions (ESCs with charter schools within their region)	a) Update the two part Record Retention trainer-of-trainers module that includes 1) student record organization and retention and 2) HR/Finance record organization and retention to result in a full day or two half day trainings. Updates will be based on feedback from ESCs, participants, and best practice.	11/20/2017	\$1,900.00	\$1,900.00	\$950/day for 2 days; figured based on course update oversight
1.5(B) 3	Summer Summit 2018 (2 Full Days)	Projected total for providing a Summer Summit at the previously TEA approved Westin at the Domain in Austin, Texas for a total of 400 participants from both new and previously established charters. All projected costs are based on previous Summer Summit requirements set forth by TEA. New participants will participate in TEA required sessions to fulfill their orientation requirements. Established charter participants can participate in general sessions as well as their choice of break out sessions in the areas of Governance, Education, Financial, Operation, Charter School Board. Participants will receive continuing education credit for sessions attended.		\$194,780.00	\$31,350.00	Minimum guest room rental and food and beverage minimum for 400 - \$90,000; Speakers/guest presenters - \$15,000; A/V package - \$12,000; WiFi access - \$3,000; \$800 registration fees; \$2,400 for promotional booth at TCSA; \$700 for printing; \$5,060 for Generation 22 compensation; \$51,000 for travel to Generation 22 schools prior; Subtract \$40,000 made in revenue for 400 Summit participants at \$100 each.
	3.1: Coordinating and funding all aspects of Summer Summit 2018 including:					
	3.1.1: securing a venue (by end of summer of 2017) for 2 full days for at least 400 attendees to include 2 breakfasts and 2 lunches	Develop a contract with hotel venue that can accommodate desired specifications for the second week in June pending availability. Projected amount based on 2016 Summer Summit at the Westin at the Domain and communication from Texas Education Agency of hosting 2017 Summer Summit, again, at the Westin at the Domain. Contract should include all costs including minimum revenue for guest rooms, food and beverage for breakfast and lunch for two days, an audio/visual package, and WiFi access. Projected amount is based on 300 participants paying Texas Education Agency approved amount of \$100. Remaining 100 participants pay not registration fee due to presenting or being a newly awarded charter (2017/Gen 21)	9/1/2017	\$60,000.00	\$4,750.00	\$100,000 hotel total - \$30,000 (\$100 for 300 paying participants) + \$950 X 5 Days administration
	3.1.2: securing 2 keynote speakers to include keynote and 2 additional sessions each	Collaborate with TEA contract coordinator to create a list of desired speakers. Contact speakers for availability, scheduling, and development of contract.	11/1/2017	\$15,000.00		Based on approximately cost for two previous Summit speakers
	3.1.3: scheduling all summit sessions (with foresight from TEA contract coordinator)	Collaborate with TEA contract coordinator to develop summit sessions. Consult participant survey/evaluation data from previous summits, legislative updates, and public education/charter trends (hot topics) to use as a guide in planning sessions.	3/31/2018	\$4,750.00	\$4,750.00	\$950 X 5 Days for administrative costs

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Deliverable Number	Task/Subtask/Subtask Items	Deliverable Type	Timeline	Cost	Salary / Admin Fee	Cost Justification
	3.1.4: securing/providing all necessary technology	Coordinate with venue regarding providing all audio/visual equipment necessary including but not limited to microphones, projectors, and projection screens. Ensure that reservation of venue's technology is outlined in summit contract. Any needed additional technology such as laptops and "clickers" will be provided by ESC Region 11 at the summit. Wireless internet access should also be included in the contract with the venue.	9/1/2017	\$15,000.00		A/V package approximately \$12,000; WiFi access approximately \$3,000
	3.1.5: creating registration link and overseeing all registration	Two event plans will be created and housed in the ESC Region 11 OnTrac system - one for "regular registration" and one for "designated attendees." Designated attendees will include all Generation 23 charter representatives, presenters, and facilitators. The entire registration process including instructing registrants on how to register and troubleshooting problems for registrants if/when they arise will be handled by ESC Region 11 staff.	2/28/2018	\$800.00		Per previous grant projected line item related to Internal Services - CRIS
	3.2: Designing promotional materials (including logo and save the date flyer) for summit	Summit logo and Save the Date flyer will be designed by in-house ESC Region 11 staff while collaborating with TEA contract coordinator in order to promote the Summit.	9/9/2017	\$1,425.00	\$1,425.00	\$950 x 1.5 days administrative costs
	3.3: Reserving/manning booth for display of promotional materials during TCSA Conference prior to Summer Summit 2018	a) Receive booth reservation confirmation from Texas Charter School Association.	5/31/2017	\$2,700.00	\$950.00	Potential \$1750 for booth rental if TCSA opts to charge (no charge previously) + \$950 labor
		b) Promotional items will be displayed and handed out to TCSA Conference participants promoting the Summit including SWAG and fliers.	10/3/2017	\$3,000.00		Estimated printing costs
	3.4: Mailing out Save the Date flyers and additional promotional items	Save the Date flyers will be mailed to all charter superintendents in the state promoting the Summit.	2/28/2018	\$2,000.00	\$950.00	\$2.00 per flyer for mailing x 1000
	3.5: Creating and posting of summit promotional slide show	A promotional video will be made using video footage from previous Summits and will highlight the upcoming theme for the Summit. It will be housed on the Network web site, and a link to the video will be sent to all charter superintendents in the state.	2/28/2018	\$4,000.00		Based on prior estimates for videographer for taping and editing.
	3.6: Promoting summit on The Network webpage and other sites	a) The promotional video will be housed on the Network web site.	2/28/2018	Cost included in previous grant		
		b) Summit information including Save the Date flyer, keynote speaker(s), breakout sessions, and venue information provided on home page of the Network web site.	2/28/2018	\$950.00	\$950.00	\$950 Administrative Cost
		c) Summit promotional information posted on ESC Region 11 web site and included in ESC Today (bi-monthly electronic newsletter) sent to subscribers across Region 11.	2/28/2018	Cost included in previous grant		
	3.7: Printing of all summit programs and other materials	d) Summit promotional email sent out monthly to new charters and listserv members from previous summits. Newsletters are sent out Jan, Feb, Mar, and twice Apr and May sharing key information regarding the summit.	1/30/2018 - 6/30/2018	\$3,325.00	\$3,325.00	\$950 x 3.5 (7- 1/2 day admin)
	3.8: Providing 8 hours of board training session for at least 50 participants during the summit	The following items will be printed for the Summit: Conference programs; signage to inform and direct participants; participant name badges; facilitator packets; presenter packets; surveys.	6/1/2018	\$1,500.00		According to previous grant budget projections for Internal Services - Printing multiplied by 2 due to increase in printing costs
	3.9: Providing registration, travel, and hotel stay (not to exceed GSA) for all Generation 22 charter school representatives (up to 10 per charter). Attendance required for superintendent.	A separate board training strand will be provided for any and all Summit participants who wish to attend. Commissioner's credit will be provided to participants in the following areas: public records, school finance, school law, open meetings, and accountability to the public (other). Board training will be conducted by either certified ESC personnel or certified TCSA personnel.	6/12/2018	\$15,080.00		4 ESC personnel x \$1900 (\$950 for 2 days) + 2 x (\$375 travel + \$175 lodging per night + \$65 meals per day) + \$950 Travel time

Exhibit 1 - Contractor's Final Budget Summary/Task Activity Report dated August 23, 2016;

BUDGET SUMMARY AND TASK ACTIVITY REPORT

Texas Charter School Support Services: RFP #: 701-16-033

Project Description and Requirements - Year 2 - Award 9/1/2017 - 8/31/2018

Deliverable Number	Task/Subtask/Subtask Items	Deliverable Type	Timeline	Cost	Salary / Admin Fee	Cost Justification
		Prior to the Summit, face-to-face meetings will be scheduled with each Generation 22 superintendent (or designee). Mandatory attendance will be discussed as well as all information pertinent to the Summit including registration, travel, and hotel reservations. All paperwork will be given to each superintendent outlining reimbursement procedures.	6/12/2018	\$51,000.00		\$100 registration fee + approximate \$375 travel + \$175/lodging per night + \$65/meals per day for three days and two nights for 5 Gen 22 charters for up to a max of 10 people per charter (3 pending award and possibility of University charter development)
	3.10: Compilation of data evaluations from summit attendees sent to TEA contract coordinator in electronic format, no later than 1 month after summit.	Data evaluations will be compiled and organized immediately upon the conclusion of the Summit. They will then be sent to TEA contract coordinator. Collaboration will then begin between ESC Region 11 and TEA contract coordinator regarding feedback in order to begin planning for the following year's Summit.	7/12/2018	\$3,800.00	\$3,800.00	\$950 Staff x 4 Days
	3.11: Tracking, coordinating and issuing credit hours for summit attendees.	After evaluations are compiled and organized, ESC Region 11 staff will verify attendance of all Summit participants and enter corresponding CPE hours accordingly in the ESC Region 11 registration system. Beginning in the 2017 Summer Summit, ESC 11 will utilize an electronic system to aid in the attendance tracking process which we are projecting to cost \$5,000 in addition to the 2 days of administrative time at \$950 per day.	7/1/2018	\$9,500.00	\$9,500.00	\$950 Staff x 10 Days Admin or 3 Days Staff + \$6650 for electronic system
	3.12: Posting all PowerPoints and resources from summit to Network webpage (available for 1 full year).	All presentations and accompanying hand-outs from all of the Summit presenters will be requested by ESC Region 11 staff prior to the Summit. Once received, they will be posted to the Network web page under the Training tab as well as housed in SCHED, the online conference app so that Summit participants may access the information before, during, and immediately after the Summit.	7/1/2018	\$950.00	\$950.00	\$950 Staff (full day equivalent)
1.5(B) 4	PEIMS support for charters			\$181,120.00	\$160,250.00	
	4.1: Onsite visits for year one charters coordinated to occur in conjunction with TEA onsite visits	a) TEA On-site Protocol Visit Completed for each new Charter participating in TEA onsite visits. Projected cost includes 5 newly awarded 2018 Gen. 21 charters for a 3 day onsite visit.	9/1/2017 - 11/1/2017	\$23,600.00	\$19,000.00	5 Charters x (\$950 Staff (x 3 days) + \$175 Lodging (x2 Nights) + \$65 Meals (x3 days)) + (\$375 Travel + 950 (2x1/2 Day Staff) x 5 Charters)
		b) Review of Charter policies and procedures and develop plan for remaining of year to address deficiencies.	11/1/2017 - 06/1/2018	Cost included in 4.1		
		c) Meet with newly awarded charters (2018/Gen.21) to develop initial policies and procedures that govern data gathering and reporting through a previously implemented Data Quality Manual template.	9/1/2017 - 10/1/2017	Cost included in 4.1		
	4.2: Onsite visits to year 2 and beyond as needed (within reason).	a) Minimum of 2 technical assistance onsite visits over the course of the 2017/2018 school year for each of the 5 Gen 20 charters operating within their second year.	9/1/2017-6/31/2018	\$18,525.00	\$14,250.00	5 Charters x 2 Days x (\$650 Staff + \$175 Lodging + \$65 Meals) + (\$375 Travel + 650 (2x1/2 Day Staff) x 5 Charters)
		b) Minimum of 1 technical assistance visit during the 2017/2018 school year for each of the 6 Gen 19 charters operating within their third year of operation. Additional onsite technical assistant visits as needed that cannot be addressed by local region center. Onsite technical assistant visits communicated with local Education Service Center to encourage charter partnership with local ESC.	Monthly	\$23,220.00	\$17,100.00	1 charter per month x (\$950 Staff + \$175 Lodging + \$65 Meals (x2 for two days)) + (\$375 Travel + 950 (2x1/2 Day Staff); factored a total of 9 onsite visits, with only half receiving onsite visits twice
	4.3: Technical support throughout the year.	a) Provide Introductory to PEIMS training to newly awarded Gen 21 charter school Superintendents, Campus Administrators, Special Program Personnel, and PEIMS Coordinators. These trainings are designed to help walk charters through various PEIMS related challenges that are faced during the first weeks of school.	9/1/2017 - 10/1/2017	\$11,275.00	\$5,400.00	5 Charters x (\$950 Staff + \$150 Lodging + \$65 Meals + \$650 Travel + \$375 Mileage)

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BUDGET SUMMARY AND TASK ACTIVITY REPORT

Texas Charter School Support Services: RFP #: 701-16-033

Project Description and Requirements - Year 2 - Award 9/1/2017 - 8/31/2018

Deliverable Number	Task/Subtask/Subtask Items	Deliverable Type	Timeline	Cost	Salary / Admin Fee	Cost Justification
		b) Provide Introductory to PEIMS training to newly awarded Gen 22 charter school Superintendents, Campus Administrators, Special Program Personnel, and PEIMS Coordinators. The purpose of these trainings is to help charter schools understand the various PEIMS requirements and help them setup enrollment documentation, checks and balances, and properly equip staff for upcoming PEIMS requirements.	6/1/2018 - 8/31/2018	Cost included in 4.3(a)		
		c) Review of PEIMS reports after submissions, for training, and technical assistance.	Monthly	\$57,000.00	\$57,000.00	\$950 staff x 15 Charters x 4 submissions
		d) Provide onsite follow-up training related to data quality and issues related to the reporting and/or gathering of PEIMS data as discovered through charter school PEIMS reporting, TEA Onsite Visit Protocol, and Charter feedback.	Monthly	\$14,250.00	\$14,250.00	\$950 staff x 15 Charters
		e) One-on-one telephone assistance in compliance and accountability related questions related to PEIMS, Data Quality, and Data Accountability via phone, email, or webinar.	Monthly	\$14,250.00	\$14,250.00	\$950 staff x 15 Charters
		f) Email updates and notifications of Data Quality related points of interest, due dates, and trainings.	Monthly	\$14,250.00	\$14,250.00	\$950 staff x 15 Charters
	4.4: Creation of electronic training material.	a) Canvas course related to PEIMS, Data Quality, and Policies and Procedures governing data.	6/1/2018	\$4,750.00	\$4,750.00	\$950/day for 5 days (1 weeks); figured based on course development and course oversight
1.5(B) 5	Maintenance of Network of Charter School Support Services Website			\$17,050.00	\$13,300.00	
	5.1: All services related to maintaining/updating/posting/housing TheNetwork materials, information, instructional videos, and all other items related to the website including yearly fees.	a) Update website with user related material including information regarding the Summit, Video Modules, and announcements specific to charter schools.	Monthly	\$13,300.00	\$13,300.00	\$950 staff day for 14 days
		b) General server technical maintenance and website hosting.	Annual	\$3,750.00		Website Network and Maintenance Fee
1.5(B) 6	Best Practices Handbook/Electronic Standard Forms (Updates)			\$14,250.00	\$14,250.00	
		a) Individualized form development for data quality accountability.	5/30/2018	\$4,750.00	\$4,750.00	\$950 Staff x 5 days (1 week) total time + material
		b) Publishing of forms to TheNetwork website.	5/30/2018	\$4,750.00	\$4,750.00	\$950 Staff x 5 days (1 weeks) total time
		c) Develop "Texas Open Enrollment Charter School Best Practices Handbook" for online publication on TheNetwork website. This book will be an online resource manual designed as a resource for new and experienced charter personnel who need to review best practice in the areas of Operation, Governance, Education, and Finance.	7/31/2018	\$4,750.00	\$4,750.00	\$950 Staff x 5 days (1 weeks) total time
1.5(B) 7	Instructional Video Modules			\$18,000.00		
	7.1: Updates to 6 Modules (content to be decided in conjunction with TEA program coordinator) to be completed by 7/30/2018 (3 in fall 2017 and 3 in spring 2018)	ESC Region 11 staff will collaborate with TEA contract coordinator to decide on which video modules should be created/updated. A videographer will be chosen and then scheduled in order to film, edit, and post the video modules. (First 3 modules)	9/1/2017 - 12/1/2017	\$18,000.00		Based on previous grant allocations (approximately \$3,000 per video module)
		ESC Region 11 staff will collaborate with TEA contract coordinator to decide on which video modules should be created/updated. A videographer will be chosen and then scheduled in order to film, edit, and post the video modules. (Second 3 modules)	2/1/2018 - 7/1/2018			

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BUDGET SUMMARY AND TASK ACTIVITY REPORT

Texas Charter School Support Services: RFP #: 701-16-033

Project Description and Requirements - Year 2 - Award 9/1/2017 - 8/31/2018

Deliverable Number	Task/Subtask/Subtask Items	Deliverable Type	Timeline	Cost	Salary / Admin Fee	Cost Justification
1.5(B) 8	Conference Attendance (ESC and Agency Personnel)			\$31,090.00	\$7,600.00	
		2018 TCSA State Conference - Registration, travel, and meals for of up to three (3) ESC11 participants and three (3) TEA participants.	9/30/2018	\$15,020.00	\$3,800.00	\$2850 = (\$950 staff x 3) \$3450=(\$575 registration fee x 6) \$4500= (\$750 flight travel x 6) \$2100= (\$175 x 2 nights) x 6 \$1170= (\$65/meals per day x 3) x 6 \$950 administrative
		2018 National Alliance for Public Charter School Conference - Registration, travel, and meals for of up to three (3) ESC11 participants and three (3) TEA participants.	6/1/2018	\$16,070.00	\$3,800.00	\$2850 = (\$950 staff x 3) \$4500 =(\$750 registration fee x 6) \$4500 = (\$750 flight travel x 6) \$2100 = (\$175 x 2 nights) x 6 \$1170 = (\$65/meals per day x 3) x 6 \$950 administrative \$650 staff + \$750 registration fee + approximate \$800 travel + \$200/lodging per night + \$65/meals per day for four days and three nights for six (6) people
1.5(B) 9	Phone conferences every two weeks with TEA contract coordinator	Schedule and document phone conferences with contract coordinator to provide updates on various projects within the grant and to determine any project adjustments or obtain Texas Education Approval as needed. Projected amount based on hourly administrative costs.		\$3,120.00	\$3,120.00	\$120 / hr administrative / staff cost x 26 hours
1.5(B) 10	Any amendment to the contract prior approval must be granted prior to implementation			Included		
1.5(B) 11	Quarterly Status Report			\$2,850.00	\$2,850.00	
		Quarterly status report (August - November)	11/24/2017	\$950.00	\$950.00	\$950 staff/administrative
		Quarterly status report (December - March)	4/27/2018	\$950.00	\$950.00	\$950 staff/administrative
		Quarterly status report (April - July)	7/27/2018	\$950.00	\$950.00	\$950 staff/administrative
	Total All Tasks for 2018			\$648,460.00	\$331,170.00	
	Combined Task Total / 2017 & 2018			\$1,080,550.00	\$487,025.00	

CONTRACT TERMS AND CONDITIONS

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

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

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

C. Indemnification:

Acts or Omissions

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

Infringements

- 1) Contractor shall indemnify and hold harmless the State of Texas and the Texas Education Agency, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF CONTRACTOR PURSUANT TO THIS CONTRACT. CONTRACTOR AND TEA AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. CONTRACTOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES.

CONTRACT TERMS AND CONDITIONS

THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.

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

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

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

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

CONTRACT TERMS AND CONDITIONS

Contract Project. These records and accounts shall be retained by Contractor and made available for programmatic or financial audit by TEA and by others authorized by law or regulation to make such an audit for a period of not less than seven (7) years from the date of completion of the Contract Project or the date of the receipt by TEA of Contractor's final claim for payment or final expenditure report in connection with this Contract, whichever is later. If an audit has been announced, the records shall be retained until such audit has been completed.

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

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

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

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

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

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

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

For Colleges and Universities: The foregoing Intellectual Property Ownership provisions apply to any colleges and universities and their employees, agents, representatives, consultants, and subcontractors; provided, that for all Works created or conceived by colleges or universities under the Contract, they are granted a non-exclusive, non-transferable, royalty-free license to use the Works for their own academic and educational purposes only. Colleges and universities are prohibited, however, from advertising, offering for sale, selling, distributing, publicly displaying, publicly performing, or reproducing the Works, or making derivative works from the Works that are created or conceived under this Contract, without the express written permission of TEA Legal Division.

CONTRACT TERMS AND CONDITIONS

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

Time is of the Essence.

Contractor's timely performance is essential to this Contract.

Suspension

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

Sanctions

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

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

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

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

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

Access to Internal TEA Network and Systems

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

Disclosure of Security Breach

Contractor shall provide notice to TEA's Project Manager and TEA's Information Security Officer as soon as possible following Contractor's discovery or reasonable belief that there has been unauthorized use, exposure,

CONTRACT TERMS AND CONDITIONS

access, disclosure, compromise, modification, or loss of sensitive or confidential Comptroller information ("Security Incident"). Within twenty-four (24) hours of the discovery or reasonable belief of a Security Incident, Contractor shall provide a written report to TEA's Information Security Officer detailing the circumstances of the incident which includes at a minimum:

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

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

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

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

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

CONTRACT TERMS AND CONDITIONS

(OFR) and the Government Publishing Office. Website: http://www.ecfr.gov/cgi-bin/text-idx?SID=6214841a79953f26c5c230d72d6b70a1&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

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

TEA

Drue Ann Wise, Program Specialist VI
Texas Education Agency
William B. Travis Building
1701 N. Congress Avenue
Austin, Texas 78701
Ph#512-463-3419

CONTRACTOR

Billy Schewee, Charter Specialist
Education Service Center, Region 11
1451 S. Cherry Lane
White Settlement, Texas 76108
Ph#817-740-7555
Email: bschewee@esc11.net

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

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

CONTRACT TERMS AND CONDITIONS

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

CONTRACT TERMS AND CONDITIONS

accessible by the public at no additional charge to the state. The TEA Project Manager will provide the specific format by which the Contractor is required to make the information accessible by the public.

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

CONTRACT TERMS AND CONDITIONS

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

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

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

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

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

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

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

[WCAG 2.0 at a glance](#)

[IBM Developer Guidelines Web Checklist](#)

[Webaim.org Accessibility Checklist](#)

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

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

- OO. Collusion:** Contractor certifies and represents that Contractor has not colluded with, nor received any assistance from, any person who was paid by TEA to prepare specifications or a solicitation on which a Contractor's bid or proposal is based and will not allow any person who prepared the respective specifications or solicitation to participate financially in any contract award.
- PP. Social Security Numbers Withheld:** TEA will not provide Social Security Numbers (SSNs) to any Contractor under this contract unless specifically specified as part of the project requirements. TEA, its Contractors and their subcontractors, will not require or request school districts to provide SSNs under this contract. Contractor agrees that in executing tasks on behalf of the TEA, they will not use any student-identifying information in any way that

CONTRACT TERMS AND CONDITIONS

violates the provisions of FERPA, and will destroy or return all student-identifying information to TEA within thirty (30) days of project completion. An authorized officer of the company must certify that ALL records have either been properly destroyed or returned to the Agency in order to close out the contract.

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

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

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

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

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

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

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

- 1. Termination for Convenience:** TEA may terminate this Contract at any time, in whole or in part, without penalty, by providing fifteen (15) calendar days advance written notice to the other Party. In the event of such a termination, the Contractor shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. TEA shall be liable for reimbursing only those expenses incurred by the Contractor that are permitted, properly performed under this Contract and were incurred prior to the effective termination date.
- 2. Termination for Cause/Default:** If the Contractor fails to provide the goods or services contracted for according to the provisions of the Contract, or fails to comply with any of the terms or conditions of the Contract, TEA may, upon written notice of default to the Contractor, immediately terminate all or any part of the Contract. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law or under the Contract.

TEA may exercise any other right, remedy or privilege which may be available to it under applicable law of the state and any other applicable law or may proceed by appropriate court action to enforce the

CONTRACT TERMS AND CONDITIONS

provisions of the Contract, or to recover damages for the breach of any agreement being derived from the Contract. The exercise of any of the foregoing remedies will not constitute a termination of the Contract unless TEA notifies the Contractor in writing prior to the exercise of such remedy.

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

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

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

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

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

1. The Contractor is permitted to re-budget among direct cost categories within tasks (less than 25%) in the approved budget to meet unanticipated requirements and to make limited changes to the approved budget without the issuance of a written Amendment as long as the total budget amount does not change. However, a revised budget document must be preapproved by the TEA Project Manager before the making the changes. Once approved, the documents must be submitted to the Contracts office for incorporation into the Contract file. Failure to submit the budget documents will result in invoices being rejected or payment delayed.
2. Written Amendments are required for the following Contract changes:
 - a. Any revision which would result in the need for additional funding;

CONTRACT TERMS AND CONDITIONS

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

All Amendments must be signed by both parties.

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

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

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

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

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

CONTRACT TERMS AND CONDITIONS

detailed in the approved budget. A list of tasks/activities performed during the invoice period must accompany the expenditure report/invoice. The final expenditure report/invoice is due within forty-five days after the end of the Contract. Payment on the final expenditure report is contingent upon receipt of all reports/products required by this Contract.

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

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

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

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

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

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

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

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

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

YY. Force Majeure: Neither Contractor nor Texas Education Agency shall be liable to the other for any delay in, or failure of performance, of any requirement included in any Contract resulting from this RFP caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all

CONTRACT TERMS AND CONDITIONS

reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

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

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

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

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

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

SPECIAL PROVISIONS - D
Historically Underutilized Business Subcontracting Plan (HSP)

- A. Contractor's HSP is attached and incorporated herein.
- B. Any changes to the HUB Subcontracting Plan (HSP) must be approved by the Agency HUB Coordinator before staffing changes are initiated.
- C. Contractor must submit monthly compliance reports (Prime Contractor Progress Assessment Report (PAR) to the TEA HUB Office, verifying their compliance with the HSP, including the use/expenditures they have made to all subcontractors. Contact the HUB Office at HUBOffice@tea.texas.gov or visit our website at: [http://tea.texas.gov/About TEA/Agency Finances/Procurement and Historically Underutilized Business Program/](http://tea.texas.gov/About%20TEA/Agency%20Finances/Procurement%20and%20Historically%20Underutilized%20Business%20Program/)
 - 1. Contractor's HSP is attached and incorporated herein.
 - 2. Any changes to the HUB Subcontracting Plan (HSP) must be approved by the Agency HUB Coordinator before staffing changes are initiated.
 - 3. Contractor must submit monthly compliance reports (Prime Contractor Progress Assessment Report (PAR) to the TEA HUB Office, verifying compliance with the HSP, including the use/expenditures made in the preceding month.
 - 4. Submission of the PAR form is a condition for payment.
 - 5. Contractor shall also report all 2nd and 3rd Tier subcontracting in the monthly PAR.
 - 6. The PAR form is due no later than the 10th of the following month.
 - 7. 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



HUB Subcontracting Plan (HSP) QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

- If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.
 - Section 2 c. - Yes
 - Section 4 - Affirmation
 - GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract in place for more than five (5) years meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
 - Section 2 c. - No
 - Section 2 d. - Yes
 - Section 4 - Affirmation
 - GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract in place for more than five (5) years does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
 - Section 2 c. - No
 - Section 2 d. - No
 - Section 4 - Affirmation
 - GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.
- If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment, including transportation and delivery), complete:
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.
 - Section 3 - Self Performing Justification
 - Section 4 - Affirmation

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.



HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- 11.2 percent for heavy construction other than building contracts,
- 21.1 percent for all building construction, including general contractors and operative builders' contracts,
- 32.9 percent for all special trade construction contracts,
- 23.7 percent for professional services contracts,
- 26.0 percent for all other services contracts, and
- 21.1 percent for commodities contracts.

-- Agency Special Instructions/Additional Requirements --

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent does not have a continuous contract* in place for more than five (5) years shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

SECTION-1 RESPONDENT AND REQUISITION INFORMATION

- a. Respondent (Company) Name: Education Service Center Region 11 State of Texas VID #: 75124600
 Point of Contact: Clyde W. Steelman, Jr. Phone #: 817-740-3630
 E-mail Address: clydes@esc11.net Fax #: 817-740-7600
- b. Is your company a State of Texas certified HUB? - Yes - No
- c. Requisition #: 701-16-033 Bid Open Date: 06/22/2016

(mm/dd/yyyy)

Enter your company's name here: Education Service Center Region 11

Requisition #: 701-16-033

SECTION-2: RESPONDENT'S SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including contracted staffing, goods, services, transportation and delivery will be subcontracted. Note: In accordance with 34 TAC §20.11, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- Yes, I will be subcontracting portions of the contract. (If Yes, complete Item b of this SECTION and continue to Item c of this SECTION.)
- No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods, services, transportation and delivery. (If No, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you <u>do not</u> have a "continuous contract" in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to HUBs with which you have a "continuous contract" in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>.)

c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.

- Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- No (If No, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you do not have a "continuous contract" in place with for more than five (5) years, meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements."

- Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- No (If No, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: Education Service Center Region 11 Requisition #: 701-16-033

SECTION 3 SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)

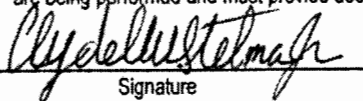
If you responded "No" to SECTION 2, Item a, in the space provided below explain how your company will perform the entire contract with its own employees, supplies, materials and/or equipment, to include transportation and delivery.

Education Center Region 11 is planning to develop and oversee a Charter Superintendent Mentor Program in which charter school superintendents are selected, under the guidance of the Texas Education Agency, and provided a mentor. Education Service Center Regions 4, 10, 13, and 20 have agreed to assist Education Service Center Region 11 to help provide mentors to selected charter school superintendents within their respective regions. Hiring, oversight, and training of the mentors will be the responsibility of Education Service Center Region 11. This partnership will not only help reduce costs to the state but will continue building the individual capacity of each service center by demonstrating themselves as a support to charter schools and thereby helping to meet the continued goals of the Texas Education Agency. Each mentor will receive training developed by Education Service Center Region 11 under the guidance of the Texas Education Agency so that mentors are equipped to coach mentees. Report requirements for mentors will be directly submitted to Education Service Center Region 11 staff to be compiled and submitted to the Texas Education Agency.

SECTION 4: AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

 Clyde W. Steelman, Jr. Executive Director 06/21/2016
 Signature Printed Name Title Date
(mm/dd/yyyy)

Reminder:

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

**HUB SUBCONTRACTING PLAN (HSP),
PRIME CONTRACTOR PROGRESS REPORT (PAR),
is here incorporated by reference.**

EXHIBIT 1

**Contractor's Proposal to the Texas Education Agency entitled
"Texas Charter School Support Services submitted June 21, 2016)
is here incorporated by reference**

EXHIBIT 2

The Request for Proposal 701-16-033 entitled "Texas Charter School Services released May 24, 2016, is here incorporated by reference