

STATE OF TEXAS
§

Division:	315	Program Name:	Division of System Support and Innovation (DSSI)
Org. Code:	315	Legal/Funding Authority:	
Speed Chart:	7A113	Payee ID:	70051821976
Payee Name:	Michael Herschenfeld	PO #:	35906
ISAS Contract #:	3600		

COUNTY OF TRAVIS §

PERSONAL SERVICES CONTRACT

Section 1.0 PARTIES:

This contract is entered into by and between the TEXAS EDUCATION AGENCY, an agency of the State of Texas, hereinafter designated "TEA or Agency" and Michael Herschenfeld hereinafter designated "Contractor."

Section 2.0 TERM 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 October 17, 2016 and ending November 30, 2016. The contract may be extended up to an additional thirty (30) days as needed and may also be terminated early upon hiring the full time position.

Section 3.0 STATEMENT OF SERVICES TO BE PERFORMED:

Contractor, as an independent contractor and not an employee or agent of TEA, shall provide to TEA the following services for the use and benefit of public education in Texas:

Assist in the development of a support school systems design and implement system level reforms aimed at increasing the number and percentage of students in highly rated schools. The project will commence in November 2016 and Contractor shall begin the groundwork to notify schools of the system wide reform model and assist in the development of necessary processes, tools, and technical assistance for schools.

Section 4.0 PAYMENT FOR SERVICES:

For the performance, satisfactory to TEA, of the services described above, TEA shall pay to Contractor a fee of \$9,370.00 for the six-weeks period for Contractor's duties under this Contract. All payments due to Contractor shall be made by State of Texas warrant(s) upon receipt of a properly prepared Expense Voucher or other acceptable invoice for services.

Attached hereto and incorporated herein by reference are the following documents:

General Provisions

Contractor reimbursement for travel and expenses incurred in the performance of Contractor's duties under this Contract, and computed in accordance with Texas law in effect at the time such travel and expenses are incurred by Contractor. Contractor will make a good faith effort to comply with the State of Texas Travel Guidelines. The Comptroller's website for travel rules and regulations – [texttravel: https://fmx.cpa.state.tx.us/fmx/travel/texttravel/index.php](https://fmx.cpa.state.tx.us/fmx/travel/texttravel/index.php). Receipts must be made available for programmatic or financial audit, by TCDD and by others authorized by law or regulation to make such an audit, for a period of not less than 7 years.

Section 5.0 ENTIRE CONTRACT:

This contract together with the documents mentioned herein and which are incorporated herein by this 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.


Contractor is certified as a Historically Underutilized Business as defined in [Texas Government Code Section 2161.001](#). If contractor is not certified, visit the CPA website at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/> for more information.

- Pursuant to Section 2252.901 of the Texas Government Code, Contractor certifies that it is not a former employee of TEA or that Contractor has not been an employee of TEA for 12 months prior to the beginning date of this Contract.

Contractor has reviewed the two proceeding statements and certifies that it is in compliance by checking the applicable statements.

AGREED and accepted by Contractor to be effective on the contract commencement date listed above.

Contractor's Signature



THIS SECTION RESERVED FOR AGENCY USE.

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

AGREED and accepted on behalf of Agency this 28th day of October 2016 (month/year).

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

Or by mail to:

Norma Barrera

Purchasing, Contracts, and Agency Services

Texas Education Agency

1701 North Congress Avenue, Room 2.125

Austin, Texas 78701-1494



Shirley Beaulieu

Associate Commissioner / CFO

**Texas Education Agency
General Provisions**

A. The definition of terms in the General Provisions and Appendices are incorporated herein.

Indemnification: Contractor shall hold TEA harmless from and shall indemnify TEA against any and all claims, demands, and causes of action of whatever kind or nature asserted by any third party and occurring or in any way incident to, arising from, or in connection with, any acts of Contractor in performance of the Contract Project.

State Auditor: Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirements to cooperate is included in any subcontract it awards.

Records Retention: 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 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 five (5) 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.

Family Code Applicability: By signing this Agreement, Contractor, certifies that under Section 231.006, Family Code, that Contractor is not ineligible to receive payment under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate. TEA reserves the right to terminate this Agreement if Contractor is found to be ineligible to receive payment.

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 Agreement.

Public Disclosure: Contractor understands and agrees that no public disclosures or news releases pertaining to any results, findings or reports conducted to fulfill requirements of this project shall be made without prior written approval of TEA.

Insurance: Contractor agrees to maintain at its expense insurance as required for the work being performed under this contract. Such insurance will protect TEA from all claims from bodily injury, death, or property damage which may arise out of or result from the performance or furnishing by the Contractor's obligations under the contract.

Confidentiality Clause: I understand that any unauthorized disclosure of confidential student information is illegal as provided in the Family Educational Rights and Privacy Act of 1972 (FERPA) and in the implementing of federal regulations found in 34 CFR, Part 99.

By signing this contract, I agree to the following:

- I will not permit access to confidential information to persons not authorized by TEA.
- I will return ALL copies of documents provided by TEA.
- I will maintain confidentiality of the information provided in the TEA documents or written materials I have been provided or have access to.
- I will not distribute any personal student data either verbally or in writing that I have access to.
- I understand that any data, reports or documents that I generate or interpret are to be protected.
- I also understand that failure to observe these restrictions is prohibited by the Texas Government Code, Section 552.352 and that such an offense constitutes a Class A misdemeanor.

Felony Criminal Convictions: Contractor represents and warrants that Contractor has not and Contractor's employees 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.

Criminal History Background Check. Contractor must submit to a criminal background and fingerprint check as required by state law. If Contractor must access a Texas public school district or campus during the term of this contract, 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 access can be granted to a school on behalf of the Agency. This requirement applies to all individuals who currently serve or will serve in Agency assignments or contract project 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 Contractor has not completed this requirement or the review results in a determination that Contractor is no longer eligible for assignment, this contract will be terminated effective immediately or the date of notice of non-eligibility, whichever is earliest.

Contract Cancellation, etc.: If this contract is cancelled, terminated, or suspended by TEA prior to its expiration date, the reasonable monetary value of services properly performed by Contractor pursuant to this Contract prior to such cancellation, termination or suspension shall be determined by TEA and paid to Contractor as soon as reasonably possible.

Ownership: TEA will own the entire rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests for all information, materials, products, and derivative products developed or created pursuant to this contract. Contractor shall not assert any claim in law or equity or assert any claim to statutory copyright or patent in such information, materials, and products without the prior written permission of Agency.

State of Texas Laws and Federal regulations: The contract in all its particulars is subject to all State of Texas and Federal laws, rules, and regulations pertaining to the legal and funding authority cited in the caption to this contract, including but not limited to Title VI of the Civil Rights Act of 1964, as amended. This contract shall be interpreted according to the laws of the State of Texas. This contract is valid upon signature by all legal parties (subject to availability of funds appropriated by legislative act for the purposes state, all approvals required under Chapter 2254, Subchapter B of the Texas Govt. Code, the current Texas General Appropriations Bill, any applicable federal requirements, and all like or similar approval provisions as may be subsequently enacted).

Venue: 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.

Liability 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. If Contractor is indebted or owes delinquent taxes to the state, payments under the contract shall be 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 not be liable for any taxes resulting from this contract. 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://mycpa.cpa.state.tx.us/tpasscmb1search/index.jsp>. If the account status message is "on vendor hold," the contractor is advised to contact the Comptroller's Warrant Hold Section in the Division of Revenue Accounting at 1-800-531-5441

Conflict of Interest: Contractor must disclose all business interest and all relationships that could reasonably be considered to pose possible conflicts of interest in the performance of contract obligations. In addition, Contractor must represent and warrant in accepting the Contractor duties and in the contract that in the performance of services under the contract, (1) Contractor does not have and will not have any actual or potential conflict of interest, and (2) Contractor will take whatever reasonable actions may be necessary and prudent to avoid even the appearance of impropriety.

Independent Contractor: Contractor shall be an independent contractor in all matters relating to this agreement. Contractor and its employees shall not act as an employee of TEA for any purpose and shall not be entitled to participate in any plan, arrangement, or distribution by TEA pertaining to or in connection with any pension, bonus, or other benefit extended to TEA employees.

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 <https://www.whitehouse.gov/the-press-office/executive-order-classified-national-security-information>. 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>.

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. If Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this contract.

Contracts awarded after 12/3/14, are required to utilize and continue to utilize, for the term of the contract, the U.S. Department of Homeland Security's E-Verify system to determine eligibility of: 1. All persons employed to perform duties within Texas, during the term of the contract; and 2. All persons (including subcontractors) assigned by the Proposer to perform work pursuant to the contract, within the United States of America. Contractor shall provide, upon request of the TEA an electronic or hardcopy screen shot of the confirmation number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by the Contractor, and Contractor's subcontractors, as proof that this provision is being followed as directed by Executive Order RP 80.