

STATE OF TEXAS §
COUNTY OF TRAVIS §

Division Number: 351	Program Name: Closed Charter School Record Storage
Org. Code: 351-001	TEC 12.1052
Speed Chart: 7A115	FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT
Payee Name: Education Service Center Region 13	Legal/Funding Authority: TEC 25.002
Payee ID: 1741590220	TEXAS GOVT CODE 552.221
	CAPPS Contract #: 3699
	PO #: 36369

INTERLOCAL COOPERATION CONTRACT

Section 1.0 PARTIES AND AUTHORITY:

This Interlocal Cooperation Contract (ICC) is entered into by and between the Texas Education Agency (TEA) (Receiving Party) and Education Service Center (ESC) Region 13 (Performing Party) pursuant to the authority granted and in compliance with the provisions of the Interlocal Cooperation Act, Chapter 791, of the Texas Government Code which enables state local governments to contract with state agencies for governmental functions and services.

Section 2.0 STATEMENT OF SERVICES TO BE PERFORMED:

Education Service Center Region 13 will manage and take possession of student and staff records from closed charter schools. Charter Schools are located throughout the State of Texas. ESC Region 13 will make records readily available throughout the school year to parents of students and students who attended closed charters, and/or schools requesting the records. ESC 13 will respond to appropriate requests for employee records.

ESC staff and its contractors are required to abide by the Family Educational Rights and Privacy Act (FERPA) of 1974, as amended, and the implementing regulations contained in 34 CFR, Part 99.

The Description of Services/Task Activity Plan, Appendix One, attached hereto, is hereby incorporated by reference and made, therefore, a part of this ICC.

Section 3.0 TERM OF CONTRACT:

This ICC is to begin September 1, 2016 and shall terminate on August 31, 2017. The ICC may be renewed for two (2) additional one-year terms thereafter by mutual agreement of the Parties in the form of a written amendment subject to appropriation of funds by the Texas Legislature for this project.

Section 4.0 AMOUNT:

The total amount of this ICC is \$215,000.00 for the term of the ICC. Appendix Two, Budget, attached hereto, is hereby incorporated by reference and made, therefore, a part of this ICC.

Section 5.0 PAYMENT FOR SERVICES:

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

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

Texas Education Agency
 Attention: Accounting Department
 1701 N. Congress Avenue
 Austin, Texas 78701-1494

Purchases of food are generally prohibited and must be preapproved by the TEA Project Manager. Food purchases must be in accordance with Federal Regulations, Title 2, Subtitle A, Chapter II, Part 200, Subpart E, §200.432. Purchases must be necessary and reasonable for the successful performance of the Contract. This applies to both federal and state funded contracts. Website to view the regulations: http://www.ecfr.gov/cgi-bin/text-idx?SID=f61b41b94d57ed256eb46811a14d243d&mc=true&node=se2.1.200_1432&rgn=div8

TEA follows the Federal Rate Schedule for reimbursement of meal and lodging expenditures adopted by the State of Texas. Performing Agency shall maintain receipts in accordance with paragraph F of the Contract General Provisions. The Comptroller's website for travel rules and regulations – **texttravel**: <https://fmx.cpa.state.tx.us/fmx/travel/texttravel/index.php>. Receipts must be made available for programmatic or financial audit, by TEA and by others authorized by law or regulation to make such an audit, for a period of not less than seven (7) years.

State travel expense reimbursement is not a per diem. Employees and Performing Agency s 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, for the months of September through December, 2016, the mileage rate is .54¢., and effective 01/01/17, the mileage rate is .53.5¢.

Section 6.0 CONTRACT MANAGEMENT:

6.1 Notices: Any notice relating to this ICC, which is required or permitted to be given under this ICC by one party to the other party shall be in writing and shall be addressed to the designated point of contact. The notice shall be deemed to have been given immediately if delivered in person to the recipient's email address specified below. It shall be deemed to have been given on the date of certified receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address specified below. Registered or certified mail with return receipt is not required for copies.

6.2 Point of Contact: The parties shall direct all correspondence, notices, invoices and payments to:

TEA (Receiving Party)	Education Service Center, Region 13 (Performing Party)
Jeff Koch	Dr. Craig Spinn
Program Specialist VI	Project Manager
Charter Schools	5701 Springdale Road
jeffrey.koch@tea.texas.gov	Austin, Texas 78723-3675
Texas Education Agency	Ph# (512) 919-5490
1701 N. Congress Avenue, Suite 5-106A	Email: craig.spinn@esc13.txed.net
Austin, Texas 78701-1494	

Section 7.0 CONTRACT AMENDMENT:

Any modifications, additions, or deletions, to the specified deliverables or terms and conditions of this ICC, including the allocation of additional funds to the current list of proposed activities, or any extensions of the ICC shall be processed through a written amendment and executed by both parties.

Section 8.0 ENTIRE CONTRACT:

This ICC together with the documents mentioned herein and which are incorporated herein by this reference, contain 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.

8.1 Appendixes:

8.1.1 Appendix One, Description of Services/Task Activity Plan

8.1.2 Appendix Two, Budget

8.2 Attachments:

Attached hereto and made a part hereof by reference are the documents indicated below with an "X" beside each:

- TEA Terms and Conditions
- Access to Confidential Information Form
- TEA Invoice Template
- Special Provisions D, Historically Underutilized Business Subcontracting Plan (HSP) (required for projects over \$100,000)

Section 9.0 CERTIFICATIONS:

RECEIVING PARTY further certifies that it has the authority to receive the above services by authority granted in:

Texas Government Code, Chapter 791, Interlocal Cooperation Act and Texas Education Code, Chapter 8

PERFORMING PARTY further certifies that it has authority to perform the above services by authority granted in:

Texas Government Code, Chapter 791, Interlocal Cooperation Act and Texas Education Code, Chapter 8

Subject to approval, the authorized representatives of the undersigned parties bind themselves to the faithful performance of this ICC. It is mutually understood that the ICC will be effective on the earliest date shown in Section 3.0.

RECEIVING PARTY

TEXAS EDUCATION AGENCY

Name

By: *Kara Belew*
Kara Belew
Deputy Commissioner Finance Administration

3-29-17
Date

PERFORMING PARTY

EDUCATION SERVICE CENTER REGION 13

Name

By: *Rich Elsasser*
Rich Elsasser
Executive Director

3/22/17
Date

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

**Appendix One
Description of Services/Task Activity Plan**

RECORD STORAGE FOR CLOSED CHARTER SCHOOLS

FY 2017

The purpose of the services outlined in this contract are to fulfill the custodial requirement to maintain student and staff records as outlined in state statute. Performing Party will:

1. Store records in a climate controlled secure place where access is restricted as authorized by Texas Education Agency (TEA) and/or the Education Service Center (ESC) (whichever standard is higher).
2. Manage student and staff records of previously closed charter schools as well as take possession of student and staff records from recently closed charter schools (non-renewal, revocation, return, and surrender).
3. May contract with staff at ESC's to assist in the closing of charters, e.g. securing the records, maintaining them for an interim period, and delivering them to the contractor.
4. Review, index, and make records readily available throughout the year to parents of students and former students who attended a charter school that has been closed.
5. Make records available to schools and branches of the military requesting the records of former students who attended a charter school that has been closed.
6. Respond to appropriate requests for employee records.
7. Maintain the confidentiality of the student and staff school records.
8. Return to State upon request, (at the State's expense) all data, records, reports, documents at termination or expiration of this contract.
9. Maintain reports of total student and staff charter school records.
10. Provide information on the ESC's website how to request student or staff records.

Appendix Two, FY 2017 Budget

Charter School Records Contract- FY 2017 - September 1, 2016- August 31, 2017			
	Description	Current Budget	Subtotals
	6100		
6129	Support Personnel	78,515.00	
6141	Social Security	5,777.00	
6142	Center Insurance	13,656.00	
6143	Workers' Compensation	151.00	
6145	Unemployment Compensation	260.00	
6146	TRS Employer Contribution	547.00	
			98,906.00
	6200		
6291	Contracted Services	9,478.00	
6295	Business Office Support	11,266.00	
6255	Telephone/Fax	1,000.00	
	Other		
6293	Computer Lease Expense	800.00	
6294	LAN Support	3,000.00	
6296	Postage	1,500.00	
6297	Printing	2,350.00	
6298	Building Use Expenses	85,000.00	
			114,394.00
	6300		
6398	Office Supplies	1,000.00	
6395	Equipment < \$5,000	700.00	
			1,700.00
	Total Direct Costs (DC)	215,000.00	215,000.00

TEA INVOICE TEMPLATE

Contract & Invoice Information

Payee Name	ESC Region 13
PO Number	
Contract Number	
Payee VID	
Payee Mailing Address	
Invoice Date	
Invoice Total	
Dates of Service	
Payee Contact & Phone	

****In the description box, a brief narrative description of cost categories and task activities. A separate line item for Building Use Expenses detailing those expenses.

Sub-Object	Description	Budget Amount	Current Expenditures for Reporting Period	Cumulative Expenditures to Date	Remaining Budget to Date
6100	Payroll Costs				
6200	Professional and Contracted Services	\$ -	\$ -	\$ -	\$ -
					\$ -
					\$ -
6300	Supplies and Materials	\$ -	\$ -	\$ -	\$ -
					\$ -
					\$ -
6400	Other Operating Expenses	\$ -	\$ -	\$ -	\$ -
					\$ -
					\$ -
	Total Direct Costs	\$ -	\$ -	\$ -	\$ -
	TOTAL	\$ -	\$ -	\$ -	\$ -
	TOTAL INVOICE AMOUNT		\$ -		

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

1. *Contract, Interagency Contract, IAC* means the document entered into between TEA and Performing Agency including all of TEA's attachments, appendices, schedules, exhibits (including but not limited to the Terms and Conditions and Attachments), amendments and extensions of or to the Interagency Contract;
2. *TEA, Receiving Agency* means the Texas Education Agency;
3. *Performing Agency* means the party to this Contract or Contractor other than TEA;
4. *Project Manager/Administrator* means the respective person(s) representing TEA or Performing Agency as indicated by the Contract for the purposes of administering the Contract Project;
5. *Contract Project* means the purpose intended to be achieved through the Contract;
6. *Amendment* means a contract document used to formalize additions or changes to the Contract mutually agreed to by both Parties;
7. *Works* means all tangible or intangible material, products, ideas, documents or works of authorship prepared or created by Performing Agency for or on behalf of TEA at any time after the beginning date of the Contract. "Works" includes but is not limited to computer software, data, information, images, illustrations, designs, graphics, drawings, educational materials, assessment forms, testing materials, logos, trademarks, patentable materials, etc. "Works" does not include any pre-existing materials of Performing Agency, or any licensed third party materials provided by Performing Agency;
8. *Intellectual Property Rights* means the worldwide intangible legal rights or interests evidenced by or embodied in: (a) any idea, design, concept, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (b) any work of authorship, including any copyrights, moral rights or neighboring rights; (c) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (d) domain name registrations; and (e) any other similar rights. The Intellectual Property Rights of a party include all worldwide intangible legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses;
9. *TEA Confidential Information* means information that is confidential under the provisions of the Family Educational Rights and Privacy Act (FERPA), the Texas Public Information Act, or other applicable state or federal laws. Examples of TEA Confidential Information include: (a) personally identifiable student information; (b) social security numbers; (c) driver's license numbers; (d) criminal background checks; (e) e-mail address of a member of the public, unless the individual waives his or her right to e-mail confidentiality by affirmatively consenting to disclose the e-mail address or the individual seeks to contract or has a contract with TEA; (e) certain personnel information concerning a TEA employee including home address, home telephone number, emergency contact information, and family member information (if the employee elects in writing to keep this information confidential), personal medical information, and information reflecting personal financial decisions such as the employee's choice of insurance carrier or choice to contribute money to a 401(k); (f) biometric identifiers such as fingerprints; (g) information about security vulnerabilities in TEA systems; and (h) SAS data sets.

B. Funding Out Clause: This Contract is contingent upon the availability of funding. If funds become unavailable through lack of appropriations, legislative or executive budget cuts, amendment of the Appropriations Act, state agency consolidations, or any other disruptions of current appropriations, this Contract is void upon the insufficiency (in TEA's discretion) or unavailability of appropriated funds. In addition, this Contract may be terminated by TEA at any time for any reason upon notice to Performing Agency. Expenditures and/or activities for which Performing Agency may claim reimbursement shall not be accrued or claimed subsequent to receipt of such notice from TEA.

C. Indemnification: For public institutions of higher education (IHEs), and state agencies: Performing Agency, to the extent permitted by law, shall hold TEA harmless from and shall indemnify TEA against any and all claims, demands, and causes of action of whatever kind or nature asserted by any third party and occurring or in any way incident to, arising from, or in connection with, any acts of Performing Agency in performance of the Contract.

D. Assignments, Transfers, Subcontracting and Substitutions: Performing Agency shall not assign, transfer, subcontract or substitute any of its rights or responsibilities under this Contract without prior formal written amendment to this Contract properly executed by both TEA and Performing Agency. Substitutions are not permitted without written approval of the TEA Project Manager. Performing Agency shall also create and maintain a monitoring report to document that it is diligently monitoring and enforcing subcontractor compliance with the Contract. When requested by TEA, Performing Agency shall furnish TEA with satisfactory proof of its compliance with this provision.

- E. Encumbrances/Obligations:** All encumbrances, accounts payable, and expenditures shall occur on or between the beginning and ending dates of this Contract. All goods must have been received and all services rendered during the Contract period in order for Performing Agency to recover funds due. In no manner shall encumbrances be considered or reflected as accounts payable or as expenditures.
- F. Records Retention and the Right to Audit:** Performing Agency shall maintain its records and accounts in a manner which shall assure a full accounting for all funds received and expended by Performing Agency in connection with the Contract Project. These records and accounts shall be retained by Performing Agency 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 Performing Agency's final claim for payment or final expenditure report in connection with this Contract, whichever is later. If an audit has been announced, the records shall be retained until such audit has been completed.

Pursuant to Section 2262.154 of the Texas Government Code, the state auditor may conduct an audit or investigation of Performing Agency or any other entity or person receiving funds from the state directly under this Contract or indirectly through a subcontract under this Contract. The acceptance of funds by Performing Agency or any other entity or person directly under this Contract or indirectly through a subcontract under this Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, Performing Agency or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Performing Agency will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Performing Agency and the requirement to cooperate is included in any subcontract it awards.

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

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

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

Performing Agency agrees, at Performing Agency'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 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's Office of Deputy Commissioner for Finance.

H. Information Security Requirements, FERPA and Confidential Information:

Access to TEA Confidential TEA Information

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

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

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

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

Access to Internal TEA Network and Systems

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

Disclosure of Security Breach

Performing Agency shall provide notice to TEA's Project Manager and TEA's Information Security Officer as soon as possible following Performing Agency's discovery or reasonable belief that there has been unauthorized use, exposure, access, disclosure, compromise, modification, or loss of sensitive or TEA Confidential Information ("Security Incident"). Within 24 hours of the discovery or reasonable belief of a Security Incident, Performing Agency shall provide a written report to TEA's Information Security Officer detailing the circumstances of the incident which includes at a minimum:

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

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

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

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

- I. **Refunds Due to TEA:** If TEA determines that TEA is due a refund of money paid to Performing Agency pursuant to this Contract, Performing Agency shall pay the money due to TEA within 30 days of Performing Agency's receipt of written notice that such money is due to TEA. If Performing Agency fails to make timely payment, TEA may obtain such money from Performing Agency by any means permitted by law.
- J. **Capital Outlay:** If Performing Agency purchases capital outlay (furniture and/or equipment) to accomplish the Contract Project, title will remain with Performing Agency for the period of the Contract. TEA reserves the right to transfer capital outlay items for Contract noncompliance during the Contract period or as needed after the ending date of the Contract. This provision applies to any and all furniture and/or equipment regardless of unit price and how the item is classified in Performing Agency's accounting record. This provision is applicable when federal funds are utilized for the Contract.
- K. **Governing Law, Venue, and Jurisdiction:** This Contract is governed by and construed under and in accordance with the laws of the State of Texas. Any and all obligations under this Contract are due in Travis County and venue is proper only in Travis County.
- L. **Point of Contact and Escalation:** All notices, reports and correspondence required by this Contract shall be in writing and delivered to the TEA Project Manager listed in 6.2 of this IAC. Within 30 days of execution of this Contract, the respective Parties will designate the next level of personnel within each organization to address conflicts or ambiguity that cannot be resolved at the Project Manager level.

TEA	CONTRACTOR
Heather Mauze, Director	Education Service Center Region 13
Charter Schools	Rich Elsasser, Executive Director
Texas Education Agency	5701 Springdale Road
1701 N. Congress Ave	Austin, Texas 78723-3675
Austin, Texas 78701	
Email:heather.mauze@tea.texas.gov	

- M. **Federal Rules, Laws, and Regulations That Apply to all Federal Programs:** Performing Agency shall be subject to and shall abide by all federal laws, rules, and regulations, pertaining to the Contract Project, including, but not limited to:
 1. Family Educational Rights and Privacy Act of 1975, as amended, and the implementing regulations contained in 34 CFR, Part 99, if Contractor is an educational institution;
 2. General Education Provisions Act, as amended.

The **Code of Federal Regulations (CFR)** annual edition is the codification of the general and permanent rules published in the Federal Register by the departments and agencies of the Federal Government produced by the

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

- N. Signature Authority, Final Expression, and Superseding Document:** Performing Agency certifies that the person signing this Contract has been properly delegated this authority. The Contract represents the final and complete expression of the terms of agreement between the parties. The Contract supersedes any previous understandings or negotiations between the parties. Any representations, oral statements, promises or warranties that differ from the Contract shall have no force or effect. The Contract may be modified, amended or extended only by formal written amendment properly executed by both TEA and Performing Agency.
- O. Dispute Resolution:** The parties agree to use good-faith efforts to resolve questions, issues, or disputes of any nature that may arise under or by this Contract; provided, however nothing in this paragraph shall preclude either party from pursuing any remedies as may be available under Texas law.
- P. Compliance with Laws:** Performing Agency shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting Performing Agency's performance, including if applicable, prompt payment and licensing laws and regulations. For the entire duration of the Contract, Performing Agency shall maintain all required licenses, certifications, and any other documentation necessary to perform this Contract. When required or requested by the Agency, Performing Agency shall furnish TEA with satisfactory proof of its compliance with this provision.
- Q. Public Information:** The Parties acknowledge they are subject to the provisions of the Texas Public Information Act.
- R. Gratuities:** By signing this Contract, Performing Agency represents and warrants that Performing Agency has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the project.
- S. 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.
- T. Criminal Background Checks:** If during the term of this Contract, Performing Agency, and/or Performing Agency's staff, or subcontractor have access to Texas public school campuses, all Performing Agency and/or Performing Agency's staff must submit to a national criminal history record information review (includes fingerprinting) and meet all eligibility standards and criteria as set by TEA before serving in assignments on behalf of TEA. This requirement applies to all individuals who currently serve or will serve in TEA assignments that have the possibility of direct contact with students. Assignments are contingent upon meeting TEA eligibility standards. Performing Agency and/or any staff member of Performing Agency who may perform services under this Contract must complete this criminal history review before the beginning of an assignment. If said individuals have not completed this requirement or the review results in a determination that Performing Agency is not eligible for assignment, this Contract will be terminated effective immediately or the date of notice of non-eligibility, whichever is earliest.
- U. Assignment:** No assignment of this Contract or of any right accruing hereunder shall be made, in whole or part, by Performing Agency without prior consent of TEA.
- V. Electronic and Information Resources Accessibility Standards and Reporting:** State agencies shall procure products which comply with the State of Texas Accessibility requirements for Electronic Information Resources specified in 1 TAC Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

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

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

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

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

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

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

[WCAG 2.0 at a glance](#)

[IBM Developer Guidelines Web Checklist](#)

[Webaim.org Accessibility Checklist](#)

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

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

- W. Excluded Parties List System:** The Texas Education Agency and the Performing Agency must adhere to the directions provided in the President's [Executive Order \(EO\) 13224](#), Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism. That Executive Order prohibits any transaction or dealing by United States persons, including but not limited to the making or receiving of any contribution of funds, goods, or services to or for the benefit of those persons listed in the General Services Administration's Excluded Parties List System (EPLS) which may be viewed on the System for Award Management (SAM) site at <http://www.sam.gov>.
- X. Social Security Numbers (SSNs) Withheld:** TEA will not provide SSNs to any Performing Agency under this Contract unless specifically specified as part of the Contract Project requirements. TEA, Performing Agency and its subcontractors, will not require or request school districts to provide SSNs under this Contract. Performing Agency agrees that in executing tasks on behalf of TEA, they will not use any student-identifying information in any way that violates the provisions of FERPA, and will destroy or return all student-identifying information to TEA within 30 days of project completion. An authorized officer of the Performing Agency must certify that ALL records have either been properly destroyed or returned to TEA in order to close out the Contract.
- Y. Nondisclosure and Press Releases:** All information gathered, produced, derived, obtained, analyzed, controlled or Accessed by Performing Agency in connection with this Contract shall be and remain confidential and shall not be released or disclosed by Performing Agency without the prior written consent of the TEA, which consent must specifically identify the confidential information to be disclosed by Performing Agency and the nature of the disclosure for which consent is sought. Performing Agency, its employees and subcontractor's, agree that in executing tasks on behalf of the TEA. Performing Agency also agrees not to disclose any information to which it is privy under this Contract without the prior consent of the agency. Performing Agency will not make any press releases, public statements, or advertisement referring to the Contract Project or the engagement of Performing Agency in connection with the Contract Project, or release any information in relation to the Contract Project for publication, advertisement or any other purpose without the prior written approval of TEA.
- Z. Independent Contractor:** Performing Agency or Performing Agency's employees, representatives, agents and any subcontractors shall serve as an independent contractor in providing the services under any purchase order resulting from this Contract. Performing Agency or Performing Agency's employees, representatives, agents and any subcontractors shall not be employees of TEA. Should Performing Agency subcontract any of the services required in this Contract, Performing Agency expressly understands and acknowledges that in entering into such

subcontract(s), TEA is in no manner liable to any subcontractor(s) of Performing Agency. In no event shall this provision relieve bidder of the responsibility for ensuring that the services rendered under all subcontracts are rendered in compliance with this Contract.

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

1. **Termination for Convenience:** TEA may terminate this Contract at any time, in whole or in part, without penalty, by providing 15 calendar days' advance written notice to the Performing Agency. In the event of such a termination, the Performing Agency shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. TEA shall be liable for reimbursing only those expenses incurred by the Performing Agency that are permitted, properly performed under this Contract and were incurred prior to the effective termination date.
2. **Termination for Cause/Default:** If the Performing Agency fails to provide the goods or services contracted for according to the provisions of the Contract, or fails to comply with any of the terms or conditions of the Contract, TEA may, upon written notice of default to the Performing Agency, 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. The exercise of any of the foregoing remedies will not constitute a termination of the Contract unless TEA notifies the Performing Agency in writing prior to the exercise of such remedy.

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

3. **Termination Due to Changes in Law:** If federal or state laws or regulations or other federal or state requirements are amended or judicially interpreted so that either party cannot reasonably fulfill this Contract and if the parties cannot agree to an amendment that would enable substantial continuation of the Contract, the parties shall be discharged from any further obligations under this Contract.
4. **Rights upon Termination or Expiration of Contract:** In the event that the Contract is terminated for any reason, or upon its expiration, TEA shall retain ownership of all associated work products and documentation obtained from the Performing Agency under the Contract.
5. **Survival of Terms:** Termination of the Contract for any reason shall not release the Performing Agency 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.

BB. 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 the AMENDMENT TO TEA INTERAGENCY CONTRACT form. All Amendments will be initiated by the TEA Purchasing and Contracts staff. An amendment to this Contract will become effective on the date of signature of TEA or the effective date shown on the amendment document whichever is first. All amendments must be signed by both parties.

1. The parties are permitted to re-budget among direct cost categories within 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 TEA Purchasing and Contracts office for incorporation into the Contract file. Failure to submit the budget documents will result in invoices being rejected or payment delayed.
2. Written amendments are required for the following Contract changes:
 - a. Any revision which would result in the need for additional funding;
 - b. Any revision to the scope of work, deliverables, or objectives of the Contract
 - c. A request to extend the period of the Contract;
 - d. Cumulative transfers among direct cost categories which exceed or are expected to exceed 25 percent of the current total approved budget category;
 - e. Any reduction of funds or reduction in the scope of work;
 - f. Whenever a line item within a class/object code is added;

- g. An increase in the quantity of capital outlay item(s) requested; and
- h. An increase or decrease in the number of positions charged to Contract.

- CC. Payment:** Payment for goods or services purchased with state-appropriated funds will be issued by electronic Direct Deposit from the State Treasury. Direct Deposit is the preferred method of payment. Invoices must be submitted to TEAAccountsPayable@tea.texas.gov and the TEA Project Manager. Any payment owed by TEA must be transmitted electronically to Contractor no later than 30 days after the later of:
- 1. Day on which TEA received the goods;
 - 2. Date the performance of the service under the Contract is completed; or
 - 3. Day on which TEA received the complete and correct invoice for goods or services.

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

- DD. Prohibition of text messaging and emailing while driving during official federal grant business:** Federal grant recipients and their grant personnel are prohibited from texting messaging while driving a government owned vehicle or while driving their own privately owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email while driving. Recipients must comply with these conditions under [Executive Order 13513](#), "Federal Leadership on Reducing Text Messaging While Driving," effective October 1, 2009.

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



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), 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 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.*

[Empty box for Agency Special Instructions/Additional Requirements]

SECTION 1: RESPONDENT AND REQUISITION INFORMATION

- a. Respondent (Company) Name: Education Service Center Region 13 State of Texas VID #: 1741590220
 Point of Contact: Dr. Craig Spinn Phone #: (512) 919-5490
 E-mail Address: craig.spinn@esc13.txed.net Fax #: (512) 919-5297
- b. Is your company a State of Texas certified HUB? - Yes - No
- c. Requisition #: _____ Bid Open Date: _____
 (mm/dd/yyyy)

Enter your company's name here: Education Service Center Region 13 Requisition #: _____

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 and services 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 and services. (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 do not 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 <https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php>.)

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 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 13 Requisition #: _____

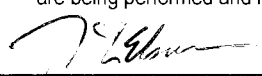
SECTION 3: SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.) If you responded "No" to SECTION 2, Item a, in the space provided below explain how your company will perform the entire contract with its own employees, supplies, materials and/or equipment.

ESC13 will store records in a climate controlled secure place where access is restricted as authorized by TEA +/or the ESC.
ESC13 will manage student + staff records of previously closed charter schools as well as take possession of student and staff records from recently closed charter schools. ESC13 will review, index, and make records readily available throughout the year to parents of students and former students who attended the charter school that has been closed.
ESC13 will respond to appropriate requests for employee records.
ESC13 will maintain confidentiality of the student and staff records.
ESC13 will return to the state upon request all data, records, reports, documents at termination or expiration of this contract. ESC13 will maintain reports of total student and staff charter school records.
ESC13 will provide information on the ESC's website how to request student or staff records.

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 <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/ProgressAssessmentReportForm.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.

 _____
 Rich Elsasser _____
 Executive Director
 3/22/2017

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.

Access to Confidential Information

OP 10-03, Confidential Enterprise Information
Texas Education Agency - OPR: Information Services

Other Government Entity Agreement

SECTION I: Requester Information and Purpose of Request

Requester Name Alexis Castaneda Title Region 13 Assistant
Organization Region 13
Address 5701 Springdale
Phone # 572-919-5313 E-mail Address alexis.castaneda@exc13.txed.net

I am requesting access to confidential information for the following limited purpose:

To retrieve charter school records for closed schools
This request falls under the following FERPA exception.

SECTION II: Data Specifications

Type of Data Student: Staff Years Varies Level All Grade levels
Population Closed Charter School Records
Data Elements (Attach an additional sheet if necessary.)

student and staff

Are you requesting student social security numbers, names, or birth dates? Yes No

If yes, explain why.

Some records requested included name, social security and date of birth

SECTION III: Agreement and Signatures

By signing this document I agree to the following:

- I will not permit access to confidential information to persons not authorized by the TEA.
- I will destroy the data according to the schedule submitted with this request.
- I will receive assurance from the manager of my organization's internal audit department that an annual test for compliance with this agreement will be performed and the findings reported to the TEA.
- I will maintain the confidentiality of the data.



Access to Confidential Information

OP 10-03, Confidential Enterprise Information
Texas Education Agency - OPR: Information Services




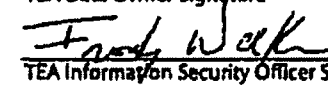
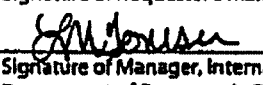

I have attached the following:

- Detailed procedures for protecting confidentiality that include the following:
 - assurances that only authorized persons will have access to the information
 - where the information, both electronic and paper, will be stored
 - how access is technically, physically, and administratively restricted to persons authorized to access the information
 - how access will be revoked when an authorized person no longer requires access to the data due to termination of employment or change in job responsibilities
- Specific procedures that authorized persons are required to follow in order to protect the data
- Procedures for how and the dates by which the internal audit reports will be submitted to TEA
- Procedures for how and the date by which the information will be destroyed or returned upon completion of the project and a copy of the statement that the manager of my organization's internal audit department will sign at project completion certifying that the data has been destroyed or returned and that there are no copies of the information

I understand that any unauthorized disclosure of confidential student information is illegal as provided in the Family Educational Rights and Privacy Act of 1974 (FERPA), 20 USC, Section 1232g, and implementing federal regulations found in 34 CFR, Part 98. FERPA is specifically incorporated into the Texas Public Information Act as an exception to information that is subject to disclosure to the public (Texas Government Code, Section 552.026). I understand that any personal characteristics of a student that could make the student's identity traceable, including membership in a group such as ethnicity or program area, are protected, and I will not release counts less than five.

In addition, I understand that any data sets or output reports that I or my authorized agents may generate using confidential data are to be protected. I will not distribute to any unauthorized person any data sets or reports which I have access to or may generate using confidential data. I understand that I am responsible for any computer transactions performed as a result of access authorized by use of sign-ons/ passwords.

I also understand that failure to observe these restrictions is a violation of Texas Government Code, Section 552.352 and that such conduct constitutes a misdemeanor offense of official misconduct.

 Requester Signature	Date <u>3/24/2017</u>	 TEA Data Owner Signature	Date <u>3/24/2017</u>
 Signature of Requester's Manager	Date <u>3/24/2017</u>	 TEA Information Security Officer Signature	Date <u>3/28/17</u>
 Signature of Manager, Internal Audit Department of Requester's Organization	Date <u>3/24/17</u>	 TEA Confidentiality Officer Signature	Date <u>3/30/2017</u>

Access to Confidential Information

OP 10-03, Confidential Enterprise Information
Texas Education Agency - OPR: Information Services

Other Government Entity Agreement

SECTION I: Requester Information and Purpose of Request

Requester Name Priscilla Diaz Title Program Assistant
Organization Region 13-Education Service Center
Address 15701 Springdale Road, Austin, Tx 78723.
Phone # 512-919-5418 E-mail Address priscilla.diaz@esc13.tved.net

I am requesting access to confidential information for the following limited purpose:

To retrieve charter records for closed schools for student and staff.

This request falls under the following FERPA exception.

SECTION II: Data Specifications

Type of Data Student & Staff ^{Records} Years Level All Grades Level
Population Closed Charter School Records
Data Elements (Attach an additional sheet if necessary.)

Are you requesting student social security numbers, names, or birth dates? Yes No

If yes, explain why.

Some records requested included names, social security and date of birth

SECTION III: Agreement and Signatures

By signing this document I agree to the following:

- I will not permit access to confidential information to persons not authorized by the TEA.
- I will destroy the data according to the schedule submitted with this request.
- I will receive assurance from the manager of my organization's internal audit department that an annual test for compliance with this agreement will be performed and the findings reported to the TEA.
- I will maintain the confidentiality of the data



Access to Confidential Information

OP 10-03, Confidential Enterprise Information
Texas Education Agency - OPR: Information Services

I have attached the following:

- Detailed procedures for protecting confidentiality that include the following:
 - o assurances that only authorized persons will have access to the information
 - o where the information, both electronic and paper, will be stored
 - o how access is technically, physically, and administratively restricted to persons authorized to access the information
 - o how access will be revoked when an authorized person no longer requires access to the data due to termination of employment or change in job responsibilities
- Specific procedures that authorized persons are required to follow in order to protect the data
- Procedures for how and the dates by which the internal audit reports will be submitted to TEA
- Procedures for how and the date by which the information will be destroyed or returned upon completion of the project and a copy of the statement that the manager of my organization's internal audit department will sign at project completion certifying that the data has been destroyed or returned and that there are no copies of the information

I understand that any unauthorized disclosure of confidential student information is illegal as provided in the Family Educational Rights and Privacy Act of 1974 (FERPA), 20 USC, Section 1232g, and implementing federal regulations found in 34 CFR, Part 99. FERPA is specifically incorporated into the Texas Public Information Act as an exception to information that is subject to disclosure to the public (Texas Government Code, Section 552.020). I understand that any personal characteristics of a student that could make the student's identity traceable, including membership in a group such as ethnicity or program area, are protected, and I will not release counts less than five.

In addition, I understand that any data sets or output reports that I or my authorized agents may generate using confidential data are to be protected. I will not distribute to any unauthorized person any data sets or reports which I have access to or may generate using confidential data. I understand that I am responsible for any computer transactions performed as a result of access authorized by use of sign-ons/ passwords.

I also understand that failure to observe these restrictions is a violation of Texas Government Code, Section 552.352 and that such conduct constitutes a misdemeanor offense of official misconduct.

Priscilla Gray
Requester Signature

Date 3/24/17

Walter Manji
TEA Data Owner Signature

Date 3/27/2017

[Signature]
Signature of Requester's Manager

Date 3/24/2017

[Signature]
TEA Information Security Officer Signature

Date 3/28/17

[Signature]
Signature of Manager, Internal Audit
Department of Requester's Organization

Date 3/24/17

[Signature]
TEA Confidentiality Officer Signature

Date 3/30/2017

Access to Confidential Information

OP 10-03, Confidential Enterprise Information
Texas Education Agency • OPR: Information Services

Other Government Entity Agreement

Requester Name Mary Retzlaff Title Project Planner
Organization ESC Region 13
Address 5701 Springdale Road
Phone # 512-919-5335 E-mail Address mary.retzlaff@esc13.txed.net

I am requesting access to confidential information for the following limited purpose:

to retrieve charter records for closed schools
for students and staff.

This request falls under the following FERPA exception.

Type of Data Staff Student Record Years Charter Level All Grades
Population Closed Charter Schools
Data Elements (Attach an additional sheet if necessary.)

See Student or Staff request. Based upon records request.

Are you requesting student social security numbers, names, or birth dates? Yes No

If yes, explain why.

In some instances these items are included as part of the records
requested.

By signing this document I agree to the following:

- I will not permit access to confidential information to persons not authorized by the TEA.
- I will destroy the data according to the schedule submitted with this request
- I will receive assurance from the manager of my organization's internal audit department that an annual test for compliance with this agreement will be performed and the findings reported to the TEA.
- I will maintain the confidentiality of the data.

Access to Confidential Information

OP 10-03, Confidential Enterprise Information
 Texas Education Agency - OPR: Information Services

I have attached the following:

- Detailed procedures for protecting confidentiality that include the following:
 - assurances that only authorized persons will have access to the information
 - where the information, both electronic and paper, will be stored
 - how access is technically, physically, and administratively restricted to persons authorized to access the information
 - how access will be revoked when an authorized person no longer requires access to the data due to termination of employment or change in job responsibilities
- Specific procedures that authorized persons are required to follow in order to protect the data
- Procedures for how and the dates by which the internal audit reports will be submitted to TEA
- Procedures for how and the date by which the information will be destroyed or returned upon completion of the project and a copy of the statement that the manager of my organization's internal audit department will sign at project completion certifying that the data has been destroyed or returned and that there are no copies of the information

understand that any unauthorized disclosure of confidential student information is illegal as provided in the Family Educational Rights and Privacy Act of 1974 (FERPA), 20 USC, Section 1232g, and implementing federal regulations found in 34 CFR, Part 99. FERPA is specifically incorporated into the Texas Public Information Act as an exception to information that is subject to disclosure to the public (Texas Government Code, Section 552.026). I understand that any personal characteristics of a student that could make the student's identity traceable, including membership in a group such as ethnicity or program area, are protected, and I will not release counts less than five.

In addition, I understand that any data sets or output reports that I or my authorized agents may generate using confidential data are to be protected. I will not distribute to any unauthorized person any data sets or reports which I have access to or may generate using confidential data. I understand that I am responsible for any computer transactions performed as a result of access authorized by use of sign-ons/ passwords.

I also understand that failure to observe these restrictions is a violation of Texas Government Code, Section 552.352 and that such conduct constitutes a misdemeanor offense of official misconduct.

Marybeth
Requester Signature

Date 3/24/17

Nathan Trantz
TEA Data Owner Signature

Date 3/28/2017

Eric Spivey

Signature of Requester's Manager

Date 3/29/2017

Fred Will

TEA Information Security Officer Signature

Date 3/20/17

J. Anderson

Signature of Manager, Internal Audit
Department of Requester's Organization

Date 3/24/17

W. Montgomery White

TEA Confidentiality Officer Signature

Date 3/30/2017