

Payee Name: Data Recognition Corporation	Contract No.: 4587
Payee ID: N/A – No Direct Payment	PO No.: N/A – No Direct Payment
Division/Organization Code: 219	
Project Name: Statewide Language Assessment for Emergent Bilingual Student Identification	RFP No.: 701-23-024
Legal/Funding Authority: Texas Education Code § 29.056 (a), (b), and (c)	Project ID No.: N/A – No Direct Payment

**STANDARD CONTRACT BETWEEN THE
TEXAS EDUCATION AGENCY AND
DATA RECOGNITION CORPORATION**

ARTICLE I. PARTIES TO CONTRACT

This Contract (“Contract”) is entered into by and between the Texas Education Agency (“TEA”), a Texas State Agency and Data Recognition Corporation (“Contractor”).

ARTICLE II. CONTRACT CONTINGENCY

In accordance with Clause 2 of the attached Standard TEA Terms and Conditions, this Contract and all renewals and/or extensions, if applicable, are contingent upon the availability of funds to TEA as appropriated by the Texas State Legislature.

ARTICLE III. PERIOD OF CONTRACT

The term (“Term”) of this Contract shall be from September 1, 2024, or the date of Contract Signature, whichever is later, through August 31, 2029.

ARTICLE IV. PURPOSE OF CONTRACT

Contractor shall provide language proficiency tests, in English for students aged 3 through Grade 12, and Spanish for students aged 3 through Grade 6, to the state’s 1200+ Local Education Agencies (LEAs) for the purpose of identifying and placing English learners in program services. The Contractor will:

- 1) Work directly with LEA staff to arrange for the ordering, payment, shipment, delivery, and provision of ongoing technical assistance and support to ensure that test administration, scoring, and reporting proceed smoothly and without delay;
- 2) Provide statewide test administrator training to ensure that every test administrator in the state is fully trained in test administration, scoring, and interpretation of test results and score reports;
- 3) Provide ongoing technical assistance and support to the state’s 1200+ LEAs regarding testing procedures, administration, score reporting, and all other test-related processes, issues, and concerns;
- 4) Provide discounted pricing as well as options for bundling tests for purchase to meet the specific needs of small, medium, and large LEAs across the state;
- 5) Provide TEA with quarterly reports summarizing test sales volume, test sales per district, test administrator training delivered, ongoing technical assistance and support provided, challenges encountered along with solutions (implemented, proposed) and other pertinent information; and all additional functions described in the Attachments to this Contract, listed below.

ARTICLE V. PAYMENT UNDER CONTRACT

In consideration of the work contemplated in the Task, Activity, Deliverable and Budget Plan (Attachment A) for services provided to TEA, TEA adopts Contractor as the single, statewide provider of language proficiency assessments for emergent bilingual student identification beginning in the 2024-2025 school year. As the single, statewide provider of language proficiency assessments, Contractor is permitted to charge LEA's the fees described in Attachment C - Cost Proposal.

ARTICLE VI. TERMS & CONDITIONS, ATTACHMENTS AND ANNEXES

Attachments appear behind the Contract in this order.

- Attachment A – Task, Activity, Deliverable and Budget Plan
- Attachment B – Standard TEA Terms and Conditions
- Attachment C – Cost Proposal
- Attachment D – Request for Proposal #701-23-024, together with all addenda thereto and the Terms and Conditions thereof
- Attachment E – Intentionally Omitted.
- Attachment F – Intentionally Omitted.
- Attachment G – Intentionally Omitted.

ARTICLE VII. ORDER OF PRECEDENCE

In the event of a conflict between or among the various documents comprising the Contract, the following order of precedence will control:

- Attachment B – Standard TEA Terms and Conditions
- Standard Contract, inclusive of all attachments and annexes other than Attachment B
- Contractor's Proposal to the Texas Education Agency entitled RFP 701-23-024 Statewide Language Assessment for Emergent Bilingual Student Identification submitted September 25, 2023

ARTICLE VIII. AMENDMENT AND INCUMBENCY

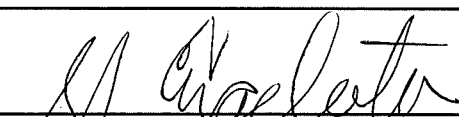
All changes to this Contract must follow the change management procedures laid out in Clause 7 of the Standard TEA Terms and Conditions. Any work not contemplated in this contract must be added to this contract in a formal contract amendment processed by the TEA Contracts and Purchasing Division prior to the work commencing. Only four individuals are authorized to contract on behalf of the Texas Education Agency: The Commissioner of Education, the Deputy Commissioner of Operations, the Chief Financial Officer and the Director of Contracts and Purchasing. For the avoidance of doubt, work performed without an executed Contract amendment in place will not be paid for. For any questions about contract changes please email: teacontractmonitoring@tea.texas.gov.

ARTICLE IX. ENTIRE CONTRACT

This Contract together with the documents referenced in Articles VI and VII above, or cited within, comprise 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.

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AGREED and accepted on behalf of Contractor as indicated by signature below of a person authorized to bind Contractor.

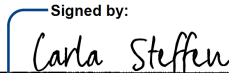
Signatory Name & Title	Susan S. Engeleiter, Chief Executive Officer and President
Signature & Date	 08.15.24

Submit Electronically Copy to TEAContracts@tea.texas.gov

THIS SECTION IS RESERVED FOR TEA USE.

I, an authorized official of the TEA, hereby certify that this Contract is in compliance with the authorizing program statute and applicable regulations and authorize the services to be performed as written above.

AGREED and accepted on behalf of TEA by a person authorized to bind TEA.

Signatory Name & Title	Carla Steffen, Chief Financial Officer
Signature & Date	 8/20/2024

Signed by:
Carla Steffen
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