

Payee Name: Riverside Assessments, LLC, d/b/a Riverside Insights	Contract No.: 4581
Payee ID: 3206926502	PO No.: FY 2024: FY 2027: FY 2025: FY 2028: FY 2026: FY 2029:
Division/Organization Code: 219	
Project Name: Statewide Academic Achievement Assessment for Emergent Bilingual Student Reclassification	RFP No.: 701-23-023
Legal/Funding Authority: Texas Education Code § 29.056 (a), (b), and (g)	Project ID No.:

**STANDARD CONTRACT BETWEEN THE TEXAS EDUCATION AGENCY AND
RIVERSIDE ASSESSMENTS, LLC, D/B/A RIVERSIDE INSIGHTS**

ARTICLE I. PARTIES TO CONTRACT

This Contract ("Contract") is entered into by and between the Texas Education Agency ("TEA"), a Texas State Agency and Riverside Assessments, LLC, d/b/a Riverside Insights ("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 academic achievement tests for students in Grades 1, 2, 11, and 12 to the state's 1,200+ LEAs for the purpose of reclassifying emergent bilingual students as English proficient. 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), TEA adopts Contractor as the single, statewide provider of Emergent Bilingual Reclassification Assessments beginning in the 2024-2025 school year. As the single, statewide provider of Emergent Bilingual Reclassification Assessments, Contractor is permitted to charge LEA's the fees described in the Task, Activity, Deliverable and Budget Plan (Attachment A).

ARTICLE VI. TERMS & CONDITIONS, ATTACHMENTS AND ANNEXES

Attachments appear behind the Contract in this order.

- Attachment A – Task, Activity, Deliverable and Budget Plan/Pricing Sheet
- Attachment B – Standard TEA Terms and Conditions
- Attachment C – Special Terms and Conditions of this Contract
- Attachment D – Request for Proposals # 701-23-023, together with all addenda thereto and the Terms and Conditions thereof
- Attachment E – Intentionally Omitted.
- Attachment F – Intentionally Omitted.
- Attachment G – Intentionally Omitted.
- Annex A, Intentionally Omitted.
- Annex B, Intentionally Omitted.
- Annex C, Historically Underutilized Business Subcontracting Plan
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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 C – Special Terms and Conditions of this Contract
- Attachment B – Standard TEA Terms and Conditions
- Standard Contract, inclusive of all attachments and annexes other than Attachment C and Attachment B
- Contractor's Proposal to the Texas Education Agency entitled RFP 701-23-023, Statewide Academic Achievement Assessment for Emergent Bilingual Student Reclassification submitted September 26, 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	James Bowler, General Manager, Classroom Products
Signature & Date	<i>Jim Bowler</i> 8/26/2024

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	Jenna Mattingly, Director of Contracts & Purchasing
Signature & Date	DocuSigned by: <i>Jenna Mattingly</i> 715BD5713B14413... 8/27/2024