A district/charter agrees to subscribe to the TCC **ASCENDER Enterprise Information System (ASCENDER)** with support from the Education Service Center Region 13 for the school year 2022 ending in 2023 per the annual commitment found at https://apps2.esc13.net/commitforms

**Product Description:**

**ASCENDER Business Software**

- **Human Resources:** Employee Access, Payroll, Personnel, and Position Management.
- **Financial Accounting:** Finance, Accounts Receivable, Assets Management, Budget, Budget Change Request, Campus Budget Request, Requisition/Warehouse and Travel Reimbursement.

**ASCENDER Student Software**

- **Student**: Attendance, Classroom, Discipline, Grade Reporting, Graduation Plan, Personal Graduation Plan, Guidance and Counseling, Health Services, Master Schedule Building, ASDY, ESY, Registration, Scheduling, Special Education, Street Directory, Test Scores, Texas Records Exchange.

ASCENDER PORTALS:

- **TeacherPortal:** Grade Book, Attendance, Discipline
- **ParentPortal:** Student Grades and Attendance, New Student Registration, Returning Student Registration, Online Report Cards and IPRs, Parent Alerts
- **StudentPortal:** Student Grades, Student Attendance, Graduation Plan (If applicable), Scheduling (If applicable).
- **EmployeePortal:** Staff W2, and Payroll information (If applicable)

**ASCENDER PEIMS Software**

- **State Reporting** The ASCENDER system provides for all PEIMS requirements according to the Texas Education PEIMS Data Standards and the new Texas Education Data Standards (TEDS). ASCENDER State Reporting provides the ability to edit, review, and make corrections.

ASCENDER System/Operations

- **Hardware/Disaster Recovery**: We offer maintenance and upgrades SQL environment, as well as daily/weekly backups of data and software; off-site storage for backups; and disaster recovery plan. State and federal mandates programmed at no charge.
- Query/Report Products: DART (Data Access Region 13)

**Warranty:** The TCC and ESC Support Team warrants and represents that: (i) it will provide the Services in a good, workmanlike and professional manner, consistent with standards in the industry, and as described in this Service Level Agreement, including the Product Description, the Maintenance and Support Agreement, the POs. (ii) the Deliverables will conform to the descriptions in this Service Level Agreement, including the Product Description, the Maintenance and Support Agreement, the POs; and (iii) it is not a party to any dispute with customers relating to the performance of the Service or Professional Services relating to the Service. The TCC and ESC Support Team does not disclaim any warranties, express or implied, with respect to any Deliverable, including but not

limited to a warranties of merchantability and fitness for a particular purpose, and affirmatively warrants that the Deliverables are merchantable and are fit for the purpose described in the Request, the Response, and the Documentation.

THE ABOVE AND FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR GUARANTEES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED RELATING TO VENDOR'S OBLIGATIONS FOR THE SERVICES.

**Confidentiality:** Each party (as applicable, a "**Disclosing Party**") acknowledges that, except as otherwise provided by law, all Confidential Information disclosed to the other party (the "**Receiving Party**") pursuant to this Services Agreement is owned by the Disclosing Party. This Services Agreement shall not be deemed to vest in either party any rights to the Confidential Information of the other party. Each party shall keep the Confidential Information strictly confidential and prevent the unauthorized use, disclosure, or publication thereof, whether negligent, inadvertent or otherwise. Each party shall prevent unauthorized access to the Confidential Information and shall permit access only to those persons authorized to work on the matter to which the Confidential Information relates. The non-disclosure obligations shall continue after the termination of this Services Agreement.

Certain Confidential Information, including Confidential Information protected by FERPA, may be provided to the TCC in an encrypted, password protected, electronic format as necessary to enable the TCC to provide the Deliverables. The TCC shall maintain such Confidential Information in the format described in this Section 6(c) and in a secure environment as may be verified through security audits. The TCC acknowledges its understanding that any unauthorized disclosure of confidential student information is a violation of HIPAA and FERPA, and it shall not permit such a disclosure to occur.

**Texas Computer Cooperative agrees to**:
- **State and Federal Programming**: State and federal programming will done in a timely manner and at no cost to the district and release as required.
- **Programming**: All software program updates are done according to procedures via problem tracking system. Software problems reported to ESC Support Team are reported on a JIRA Ticketing system. Critical problems will be released into production as required. All other releases will be done on a set schedule. Software updates will require no installation on the part of the district, just clearing their web browsers.
- **Availability**: Programmers and operations group normal hours are Monday thru Friday 7:30 am to 5:00 pm. For emergency programmers and operations staff are available 24/7/365.

**Education Service Center Region 13 Support Team agrees to:**
- **Hardware:** Region 13 is responsible for the Servers and appropriate network infrastructure with firewalls, routers and switches, load balancers and intrusion detection and prevention devices for hosted districts.
- **Hardware Maintenance, upgrades and licenses**: All hardware maintenance and upgrades will be the responsibility of the Region 13 staff for hosted districts. Region 13 will maintain all required licenses.
- **Disaster Recovery**: Backups are performed on system everyday Monday thru Thursday. Full Volume backups are stored off-site with the TCC Hosted environments

- **Support/Training:** Normal support hours are 7:30 am to 5:00 pm Monday through Friday. However, the consulting and support staff is available on a 24/7/365 schedule for emergencies. They can be reached by cell phone or email. After hours support and consulting is available to the district by request.
    - o Unlimited telephone and email support
    - o Three annual on-site support/training visits are available per subscription year. On-site support visits beyond the six annual limit is at the rate of $200.00 per half day visit (minimum).
    - o Provide technical assistance/training for updates, troubleshoot software problems, communicate user enhancement requests to programmers, maintain posted hours of computer operations and support availability. Emergency phone numbers and emails will be provided.
- **Escalation Policy:** No matter what issue may arise, the ESC Support Team, with assistance from the TCC staff, want to resolve it quickly and completely. Solving your problems as seamlessly as possible is our number-one objective. There are four levels of escalation:
    - o First Level Escalation – District contact staff gathers details of the issue and determines if it is a system, user or local issue. If district contact staff cannot resolve the issue then it is moved to the second level.
    - o Second Level Escalation – District contact staff notifies the ESC Support Team of the issue with a detail description. ESC Support Team will evaluate the issue, check to see if same issue has been reported, and work to resolve the issue with district staff. Most problems are resolved at this stage. If the issue is complex, requires additional research, or programming change is required, the problem is moved to the next level.
    - o Third Level Escalation – ESC Support Team will notify the appropriate TCC staff. The ESC Support Team with the TCC staff evaluates the issue. If additional information is required from the district a conference call will be established between ESC Support Team, TCC staff and district staff. A timeline is established for correcting the issue. A temporary fix will be moved to production while a permanent fix is determined and a timeline established. If the TCC staff cannot resolve the problem or suggest a temporary fix, it is moved to the next level. The district will be contacted with the status of the issue.
    - o Fourth Level Escalation – If the problem cannot be handled by the TCC staff, then outside consultants/vendors are contacted. The district will be notified of the status and time required to fix the problem.
- **Severity Categories**: The following table summarizes the severity levels related to support issues. Please note that the following conditions will not apply to issues that occur with hardware, systems, and networks at the local campus or district level or network infrastructure comprising the Internet.

| Severity Category | Criteria & Conditions of Incident | Target Response Time | Target Restoration/Resolution Time |
|---|---|---|---|
| Severity 1* | • The system, component, or application is down and unusable;<br>• Critical Deliverables and Schedules will be impacted;<br>• The result is a negative LEA-wide impact to activities;<br>• No alternative or bypass is available. | 1 Hour | 4 Hours or less |
| Severity 2 | • The system, component, or application is down or unusable;<br>• Critical Deliverables and Schedules will be impacted;<br>• The result is a negative LEA-wide impact to activities;<br>• An alternative or bypass is available. | 2 hours | 8 Hours or less |
| Severity 3 | • The system, component, or application is degraded or difficult to use;<br>• There is no critical LEA-wide impact to activities;<br>• An alternative or bypass is available. | 12 hours | 2 Business Days |
| Severity 4 | • The system, component, or application is usable but causes some loss of capability;<br>• There is no critical LEA-wide impact to activities; and<br>• Deferred maintenance is acceptable. | 2 Business Days | 3 – 5 Business Days |

*The TCC/ESC Support Team(s) will work on Severity 1 problems until they are resolved or an acceptable work-around is identified. ESC Support Team will provide the district with daily updates until the issue is resolved. Follow-up calls will be made to ensure the issue has been resolved.

**LEA agrees to:**
- Provide an up-to-date list of district staff that will function as support resources
- Maintain local equipment according to minimum hardware requirements
  - Browser
    - Chrome
    - Firefox
    - Safari 10.+ on Mac desktops and iPads

- Include ESC Support Team in district's planning/discussion of changes in the utilization of the ASCENDER system, district processes that impact system usage, and implementation of third party software that will interface with ASCENDER.
- Make payment for services within 30 days of invoice date per the annual commitment.

**Customized Services and Reports:** The TCC and ESC Support Team provides customized programming and query services at a per hour charge of $110.00. The district request will be evaluated and a cost estimate will be sent for approval before programming or query services begin.