

**[LEA NAME]
SERVICES AGREEMENT**

Signature Page

This Services Agreement (this "**Services Agreement**") is entered into as of the ____ day of _____ 20____ (the "**Effective Date**"), by **[LEA NAME]**, a Texas LEA (together with its Affiliates), and Education Service Center, REGION ____ a member of the Texas Computer Cooperative ("TCC," or "**Licensors**").

This Services Agreement sets forth the terms and conditions under which **[ESC NAME]** will provide the Deliverables (as defined herein). **[ESC NAME]** agrees to be bound by the terms and conditions of this Services Agreement, and the Master Services Agreement between the **TCC** and TEA. Any deviations from the terms and conditions of the Master Services Agreement are explicitly included in this SLA.

This Services Agreement consists of this signature page and the following documents:

Terms and Conditions

Exhibits:

Exhibit I: Commitment Form/Contract for Professional Services
Exhibit II: Baseline Plan (once approved by both parties)
Exhibit III: Maintenance and Support Agreement
Exhibit IV: Initial Purchase Order

This Services Agreement may be supplemented through the execution and delivery by both parties of supplemental Exhibits for the addition, deletion, or modification of Deliverables covered by the Services Agreement, and all supplemental Exhibits shall also be part of this Services Agreement.

By executing this signature page, **[LEA NAME]** and **[ESC NAME]** acknowledge that they have reviewed this Services Agreement, including all Exhibits, and agree to be legally bound by its terms and conditions.

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LEA Service Level Agreement Template

[LEA NAME]

[ESC NAME]

By: _____
Name: _____
Title: Superintendent

By: _____
Name: _____
Title: _____

[Name], President
Board of Trustees

Notices to [ESC/TCC NAME]:

[LEA NAME]

Address
City, TX Zip

[LEA NAME]

TERMS AND CONDITIONS

The following Terms and Conditions (“**Terms and Conditions**”) are common to this Services Agreement, including all Exhibits, amendments, additional Baseline Plans, Maintenance and Support Agreements, and POs that may be entered into between [LEA NAME] and [ESC NAME] in the future.

1. Definitions.

“**Affiliate**” means a legal entity controlling, controlled by or under common control with another party. The term “control” shall mean the power to direct the actions and policies of the Affiliate or ownership of a controlling beneficial interest in the Affiliate.

“**Confidential Information**” means, subject to the provisions of Section 6(e), (i) with respect to [ESC NAME], information of [ESC NAME] or its suppliers and licensors that is of value to its owner and is treated by its owner as confidential, including Intellectual Property Rights, information concerning any software, services or products, operating procedures, pricing, methods of doing business, mailing lists, customer lists, lists of prospective customers or accounts, financial data, plans, suppliers, and any other information marked in writing as “Confidential;” and(ii) with respect to [LEA NAME], information of [LEA NAME] or its suppliers and licensors that is of value to its owner and is treated by its owner as confidential, including Intellectual Property Rights, operating procedures, information concerning any software, services, products, or contracts regarding [LEA NAME]’s legal, financial or accounting information, its staff, staff compensation, consultants, students (including demographic data, grades, credits, transcripts, scheduling, attendance, enrollment history, GPAs, class rankings, discipline data, free and reduced lunch data, transportation data and special education data), and all information protected by the Health Insurance Portability and Accountability Act (“**HIPAA**”), the Family Educational Rights and Privacy Act (“**FERPA**”), any other applicable privacy laws governing [LEA NAME], and any other information marked in writing as “Confidential.”“**Deliverables**” means all items that [ESC NAME] is required to deliver under this Services Agreement, as described in the Response, the Baseline Plan, the Maintenance and Support Agreement, and the Purchase Orders or in any future related Baseline Plans, Purchase Orders and PCRs that the parties agree to in the future.

“**Exhibit**” means all exhibits attached to this Services Agreement and identified on the signature page as an exhibit, and all exhibits signed by both parties and attached to this Services Agreement in accordance with its terms following the Effective Date.

“**Fees**” means the fees and expenses to be paid to [ESC NAME] by [LEA NAME] as set forth in the Master Services Agreement, Exhibit A-7, LEA Pricing.

“**Intellectual Property Rights**” means all rights with respect to copyrights, trademarks, trade secrets, patents, and all other intellectual property rights of any nature whatsoever.

“**Services Agreement**” means the Signature Page, these Terms and Conditions, each of the Exhibits and all exhibits agreed to by the parties following the Effective Date.

“**Initial Purchase Order**” means the purchase order attached to the Services Agreement which sets out the pricing for the Baseline Plan, any Third Party Software that [ESC NAME] is re-selling to [LEA NAME], and the services provided in connection with Implementation Services as set forth in the Master Services Agreement, Exhibit A-7 LEA Pricing.

“**Services Purchase Order**” means the Purchase Order to be attached following the completion of the Baseline Plan, which sets out the subscription cost and any optional support agreed to by the LEA.

“**Purchase Order**” or “**PO**” means the Initial Purchase Order and the Services Purchase Order, and any subsequent purchase orders issued by [LEA NAME], each of which shall become an exhibit to this Services Agreement.

“**Products**” means all items provided or required to be provided to [LEA NAME] by [ESC NAME] under this Services Agreement.

“**Services**” means all work performed (or required to be performed) for [LEA NAME] by [ESC NAME] as set forth in this Services Agreement, including all Implementation Services, Training Services, and Maintenance and Support Services, and including any other services that [ESC NAME] agrees to provide to [LEA NAME] following the Effective Date.

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“Software” means any computer programs, together with input and output for formats, program listings, narrative descriptions, operating instructions, and supporting documentation, including any enhancements, translations, modifications, updates, and new releases.

“Third Party” means any natural person or legal entity other than **[ESC NAME]** and **[LEA NAME]**.

2. **Deliverables.** **[ESC NAME]** will provide the Deliverables to **[LEA NAME]** on or prior to the dates set forth in the Baseline Plan, the Maintenance and Support Agreement, and any approved PCRs.
3. **Fees and Expenses.** As compensation for subscription pricing and optional field services support, **[LEA NAME]** shall pay **[ESC NAME]** the Fees set forth in the attached Exhibit 1, Commitment Form/Contract for Professional Services and/or Exhibit III, Maintenance and Support Agreement. **[LEA NAME]** shall also reimburse **[ESC NAME]** for reasonable expenses (including travel expenses) at the standard rates established by the state comptroller’s office, on submission by **[ESC NAME]**. Unless otherwise set forth in this Services Agreement, all undisputed Fees and expenses are due within 30 days of receipt by **[LEA NAME]** of an invoice.
4. **Independent [ESC NAME]; No Authority.** **[ESC NAME]** is an independent contractor. This Services Agreement is not intended in any manner to and does not create the relationship of principal and agent between the parties, nor shall this Services Agreement be deemed to establish a partnership or joint venture. Neither party shall have the power, express or implied, to obligate or bind the other in any manner whatsoever. Each party shall be solely responsible for compensating its own employees, including the payment of employment-related taxes, and shall maintain its own workers’ compensation and general liability insurance.
5. **Change Control.** If either party desires any changes to be made to the Baseline Plan or the Maintenance and Support Agreement, the proposed changes shall be managed through the project managers of each party.
 - (a) If **[LEA NAME]** requests a change, then **[LEA NAME]** shall deliver to **[ESC NAME]**’s project manager a written request, describing the requested change and the rationale for the change. **[ESC NAME]** will then develop and deliver to **[LEA NAME]**, within 10 days of receiving the request, a proposed Project Change Request (“**PCR**”) that sets forth in detail the scope of the proposed change, the proposed delivery date, the proposed testing period, the effect on other Deadlines, the costs to deliver the Products and Services described in the PCR, and any other anticipated effect on other parts of the overall project. Before sign-off by both parties, the finalized delivery date and the testing period will be added to the PCR.
 - (b) If **[ESC NAME]** proposes a change, then **[ESC NAME]** will develop and deliver to **[LEA NAME]** a proposed PCR with the same information.
 - (c) Upon receipt of a PCR, the parties will work together to reach an agreement as to the scope and other terms of the PCR. However, **[LEA NAME]** may, in its sole discretion, decline to consider any PCR that requires payment of any additional money or significant time of **[LEA NAME]** staff.
 - (d) A PCR shall be effective and shall be an amendment to this Services Agreement only when signed by an authorized representative of each party.
6. **Confidentiality.**
 - (a) 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.

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- (b) Each party consents to the disclosure of the other party's Confidential Information to those employees, contractors and consultants who have a need to know such information in order to comply with the terms of this Services Agreement.
 - (c) Certain Confidential Information, including Confidential Information protected by FERPA, may be provided to **[ESC NAME]** in an encrypted, password protected, electronic format as necessary to enable **[ESC NAME]** to provide the Deliverables. **[ESC NAME]** 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. **[ESC NAME]** 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.
 - (d) On termination of this Services Agreement, either party may make a written request for return of any Confidential Information, and within five days after such request, the other party shall deliver to the requesting party: (a) all materials furnished to the Receiving Party by the Disclosing Party; and (b) all tangible media of expression in the Receiving Party's possession or control which incorporate or include any Confidential Information of the requesting party. In addition, the Receiving Party shall permanently delete any of the Disclosing Party's Confidential Information that is electronically stored on all equipment under its control. A Receiving Party shall, within five days of written request, provide the Disclosing Party with written certification of the Receiving Party's compliance with its obligations under this Section 6.
 - (e) Except to the extent that confidentiality is required by law, the provisions of this Section do not apply to the extent that: (i) the information communicated was already known to the Receiving Party, without any obligation to keep it confidential, at the time of the Receiving Party's receipt of the information; (ii) the information communicated was received in good faith from a Third Party lawfully in possession of the information and having no obligation to keep it confidential; (iii) the information communicated was publicly known at the time of receipt or has become publicly known other than by a breach of this Services Agreement; (iv) the information was independently developed without reference to the Confidential Information; or (v) the Receiving Party is ordered by an administrative agency or other governmental body of competent jurisdiction (including a request under the Texas Open Records Act or similar law or regulation) to disclose the Confidential Information; provided, however, the Receiving Party will attempt to notify the Disclosing Party prior to disclosure in order to give the Disclosing Party a reasonable opportunity to seek an appropriate protective order, and the Receiving Party shall disclose only that portion of the Confidential Information that it is required to disclose under an administrative or other governmental order. **[ESC NAME]** acknowledges that all public contracts, including contract addenda, are a matter of public record and that all requests for **[LEA NAME]** information shall be left to the ruling of the office of the Attorney General for the State of Texas.
- 7. Privacy.** **[ESC NAME]** acknowledges that the Deliverables provided to **[LEA NAME]** under this Services Agreement may include the transfer of personally identifiable student information and confidential employee information and agrees to abide by all laws relating to confidentiality of student data. **[LEA NAME]** shall notify **[ESC NAME]** when student information is no longer needed for the purposes for which it was made available to the TCC, and the TCC shall destroy such information in compliance with Section 6(d), as if this Services Agreement had been terminated.
- 8. Injunctive Relief.** Breach of certain of the obligations in this Services Agreement, including Sections 4, 6, 7, 9, and 13 through 16 of these Terms and Conditions, as well as breach of certain other provisions of this Services Agreement, would cause irreparable damage to **[LEA NAME]** and therefore, in addition to all other remedies available at law or in equity, each party shall have the right to seek equitable and injunctive relief for such breach. In addition, each party shall be liable to the other under this Services Agreement if there is any breach by a party or its Affiliates, or by their respective employees, contractors, consultants, auditors, agents or representatives.
- 9. Indemnification.**
- (a) TCC shall protect and to the extent permitted by law indemnify **[LEA NAME]** from and against all claims, damages, judgments and losses arising from infringement or alleged infringement of any Intellectual Property Rights arising by or out of: (i) the use of the Deliverables in accordance with the terms of this Services Agreement; (ii) the use by the TCC of any item; or (iii) the use by **[LEA NAME]**, at

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the direction or with the approval of TCC, of any item. Upon becoming aware of a suit or threat of suit for infringement, [LEA NAME] shall promptly notify [ESC NAME]. However, [LEA NAME]'s failure to provide prompt notice will not excuse TCC from its indemnification obligations except to the extent that TCC was materially prejudiced by such failure. If litigation arises alleging infringement by [LEA NAME], [LEA NAME] shall cooperate reasonably with TCC, at TCC's expense, to defend the litigation. In addition, [LEA NAME] shall be entitled, in connection with any litigation, to be represented by its own counsel, at its own expense (unless a conflict of interest between TCC and [LEA NAME] exists, in which case, TCC will pay the cost of separate counsel for [LEA NAME]). TCC shall have the right to enter into negotiations for and the right to effect settlement or compromise of any action, except that TCC must consent in writing to any settlement that requires payment of money or other affirmative action by [LEA NAME].

- (b) To the fullest extent permitted by applicable law, TCC and its officers, directors, agents, partners, employees, and consultants (collectively, the "Indemnitors") shall indemnify, protect, defend with counsel approved by [LEA NAME], and hold harmless [LEA NAME], members of its Board of Trustees, representatives, and their respective officers, directors, board members, partners, employees, and agents (collectively, "Indemnities") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorneys' fees, of any nature, kind, or description of any person or entity, arising out of, caused by, or resulting from the use of the Deliverables pursuant to this Services Agreement, or the breach of a representation or warranty contained in this Services Agreement to the extent such damages are caused by the negligence or the omission of the Vendor only. The provisions of this Section shall not be construed to eliminate or reduce any other indemnification or right that [LEA NAME] or any Indemnitee has by law or otherwise.
- (c) Vendor's liability under this Section 9 shall be limited to the amounts paid by [LEA NAME] to Vendor pursuant to this Services Agreement.

10. Warranty. [ESC NAME] 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 Services Agreement, including the Baseline Plan, the Maintenance and Support Agreement, the POs, and any approved PCRs; (ii) the Deliverables will conform to the descriptions in this Services Agreement, including the Baseline Plan, the Maintenance and Support Agreement, the POs and any approved PCRs; 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. [ESC NAME] 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. THE ABOVE AND FOREGOING WARRANTIES ARE LIMITED TO THE AMOUNTS PAID BY [LEA NAME] TO VENDOR FOR THE SERVICES.

11. Term and Termination.

- (a) **Term.** This Services Agreement shall begin on the Effective Date and continue in force for so long as any Exhibit to this Services Agreement remains in effect or until terminated in accordance with its terms.
- (b) **Termination.**
 - (i) [LEA NAME] may terminate this Services Agreement or any Exhibit at any time, without cause, upon 30 days written notice to [ESC NAME].
 - (ii) Subject to Section 10 of the License Agreement, [ESC NAME] may terminate this Services Agreement at any time on 60 days written notice to [LEA NAME] if there is no outstanding work to be performed under any Professional Services Agreement, Baseline Plan, Maintenance and Support Agreement, or Purchase Order.
- (c) **Survival.** Sections 1, 3, 4, and 6 through 16 shall survive the termination of this Services Agreement.

12. Reference Account. TCC may not use [LEA NAME] as a reference without [LEA NAME]'s prior written consent which may be granted or withheld in [LEA NAME]'s sole discretion.

13. Use of [LEA NAME] Marks. Without [LEA NAME]'s prior written approval, TCC may not use, reproduce, display or transmit [LEA NAME]'s name, logo, trademarks or service marks for any purpose. All permitted use of [LEA NAME]'s logos, marks and names shall be in accordance with [LEA NAME]'s standards and specifications, which standards and specifications shall be provided to [ESC NAME] upon request to [LEA NAME] by [ESC NAME].

14. Compliance With Laws. Each party will strictly comply with all applicable laws and regulations, including without limitation, FERPA and HIPAA and all other applicable privacy laws and regulations governing educational institutions and agencies, relating in any way to its performance under this Services Agreement and the provision and use of the Deliverables. This obligation includes the obligation to obtain all necessary licenses or permits and any other governmental and non-governmental approvals necessary for the provision or use of the Deliverables. [ESC NAME] is knowledgeable about privacy laws and regulations governing educational institutions and agencies, including FERPA and HIPAA, and will maintain systems at an industry accepted standard of security to prevent unauthorized access to personally identifiable student information and confidential employee information.

15. Record Keeping.

- (a) [ESC NAME] shall maintain accurate contractual and financial records relevant to this Services Agreement for a period of four years after final payment under this Services Agreement. [ESC NAME] shall permit an authorized representative of [LEA NAME] or its designee or both at any reasonable time to inspect or audit all data, in whatever form or format.
- (b) [LEA NAME] shall have the full right to audit and review (i) [ESC NAME]'s records relating to contracts and billing; (ii) [ESC NAME]'s work-in-progress; and (iii) [ESC NAME]'s adherence to the licensing requirements under this Services Agreement, whether at [ESC NAME]'s premises, at [LEA NAME]'s premises or wherever the work is being performed, in order to ascertain or confirm the quality, completeness or timeliness of the work, adherence to the schedule, and any related matters.

16. General Provisions.

- (a) **Amendment; Entire Agreement; Waiver.** This Services Agreement may not be amended except by a writing signed by an authorized representative of both [LEA NAME] and [ESC NAME]. This Services Agreement supersedes all prior agreements, and is the only agreement between [LEA NAME] and [ESC NAME], either oral or in writing (except to the extent this Services Agreement or a prior document specifically provides that some or all of that document survives a later agreement). Any waiver of any terms or conditions of this Services Agreement by [LEA NAME] shall not be construed as a continuing waiver but shall only apply to the particular matter involved.
- (b) **Force Majeure.** Neither party shall be liable for any delay or failure in performance due to acts of nature, labor disputes, changes in law, riots, war, fire, epidemics, disruption of utility services or other similar occurrences that are beyond its reasonable control. However, in order to avail itself of such excuse, the party must act diligently to remedy the cause of and to mitigate the impact of the delay or failure.
- (c) **Notices.** Any notice required or permitted by this Services Agreement shall be in writing and may be delivered personally, by facsimile or email, overnight delivery or mail, at the party's address set forth on the signature page. Any notice will be effective only upon actual receipt by the party, except that, in the case of notice by mail, notice shall be deemed received on the earlier of: (i) actual receipt; or (ii) five days following deposit in the United States mail, postage prepaid, and properly addressed.
- (d) **Governing Law; Venue; Legal Fees.** This Services Agreement, and any dispute relating to this Services Agreement shall be governed by the laws of the State of Texas without giving effect to any choice or conflict of law provision that would cause the application of the laws of any other state. The courts within the State of Texas shall have exclusive jurisdiction over all disputes pertaining to this Services Agreement, and venue for all disputes shall be in Bexar County, Texas. If litigation arises between the parties relating to this Services Agreement, the prevailing party shall be entitled to recover,

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in addition to any charges fixed by the court, its costs and expenses of suit, including reasonable attorneys' fees and expenses.

- (e) **Assignment.** [ESC NAME] may not assign this Services Agreement or delegate its obligations under this Services Agreement to any person or entity without the prior written consent of [LEA NAME], and any purported assignment or delegation in contravention of this Section shall be void *ab initio*. This Services Agreement will be binding upon and inure to the benefit of the parties, their legal representatives, successors and permitted assigns.
- (f) **Severability.** If any provision of this Services Agreement is held by final judgment of a court of competent jurisdiction to be invalid, illegal or unenforceable, the invalid, illegal or unenforceable provision shall be severed from the remainder of this Services Agreement, and the remainder of this Services Agreement shall be enforced, except as modified to the minimum extent necessary to render the provision valid and enforceable.
- (g) **No Third Party Beneficiaries.** This Services Agreement is for the sole benefit of [LEA NAME] and [ESC NAME], and no Third Parties, including students, parents, guardians, and [LEA NAME]'s teachers and other employees, shall be entitled to enforce the provisions of this Services Agreement or to receive damages or other relief under this Services Agreement.
- (h) **Authority.** Each party represents to the other that: (i) the individuals executing this Services Agreement on its behalf have the power and authority to execute, deliver and perform this Services Agreement and to consummate the transactions contemplated by this Services Agreement; (ii) its execution, delivery and performance of this Services Agreement and the consummation by it of the transactions contemplated by this Services Agreement have been duly authorized by all necessary action on its part; (iii) this Services Agreement has been duly and validly executed and delivered and constitutes the valid and binding obligation of each party, enforceable against each party in accordance with its terms; and (iv) the execution, delivery and performance of this Services Agreement and the consummation of the transactions contemplated by this Services Agreement will not, with or without the giving of notice or the lapse of time, or both: (A) require the consent of any Third Party, conflict with or cause breach or default under any agreement, (B) violate any provision of any law, rule or regulation to which such party is subject, or (C) violate any order, judgment or decree applicable to such party; except, in each case, for violations which in the aggregate would not materially hinder or impair the consummation of the transactions contemplated by this Services Agreement.
- (i) **Construction.** Pronouns shall be construed to include the masculine, feminine, neuter, singular or plural as the identity of the antecedent shall require. This Services Agreement has been the subject of arm's-length negotiations and each party has had the opportunity to consult with its own attorney; therefore, it shall be construed as though drafted equally by both parties. If a conflict exists between any provisions of this Services Agreement, it shall be construed to give [LEA NAME] the maximum rights to receive the Deliverables if [ESC NAME] fails to comply with its obligations to [LEA NAME]. The headings in this Services Agreement are for convenience only and shall not be considered in its interpretation. References to Exhibits and Sections are to Exhibits and Sections of these Terms and Conditions unless otherwise indicated. All Exhibits are incorporated into this Services Agreement as if set forth herein in full.

17. Availability of Services.

Customer Support Services. [ESC NAME] will have support staff on-site in [ESC NAME] facilities during normal business support hours. Customer Support Services enable timely and effective delivery of requested services by applying a consistent approach for identifying, categorizing, routing, and resolving requests. The Service Desk System provides for intake, tracking, and escalation of hosting, application, and network-related system questions, problems, requests, and changes submitted by ESC authorized Users. The ESC authorized Users will serve as the first point of contact for LEA End Users and will attempt to provide needed assistance and resolve all issues. If they cannot provide the needed assistance or resolve the issue, they will contact the Vendor Level 2 Support, who will forward hosting, application, and network-related requests to the appropriate the Vendor service group for resolution, based on priority and urgency.

- (a) Immediate incident resolution may not be available at the time an incident is called in to Customer Support. [LEA NAME] is responsible for providing [ESC NAME] the name(s) and contact information for [LEA NAME] staff designated as support specialists or points of contact.

(b) Service Level Hours of Operation.

Service	Hours of Operation	Comments
Customer Support	7:00 a.m. to 6:00 p.m. (CST) Monday through Friday	Contact the Service Desk at (XXX-XXX-XXXX) or toll free at 1-800-xxx-xxxx) or e-mail at xxxxx@xxxxxxx. (E-mails are designated low priority requests and treated as severity 3 unless followed up with a phone call to Customer Support to ensure proper prioritization. When sending an e-mail, summarize the nature of the incident or Service Request.)
Availability of Application Services	24 hours/daily, 7 days/week	Excludes: <ul style="list-style-type: none"> • Maintenance windows • Scheduled outages • Excusable downtime

(c) Call Log Reports. [ESC NAME] will provide [LEA NAME] with a detailed summary of the calls tracked by the Incident Tracking System, including year-over-year comparisons (where applicable) and a summary of the top categories of calls during the period of the activity.

18. Service Levels and Severity Categories. The following table summarizes the service levels related to TCC/[ESC NAME] support of [LEA NAME]. 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
Severity 1*	<ul style="list-style-type: none"> • The system, component, or application is down and unusable; • Critical Deliverables and Schedules will be impacted; • The result is a negative LEA-wide impact to activities; and • No alternative or bypass is available.
Severity 2	<ul style="list-style-type: none"> • The system, component, or application is down or unusable; • Critical Deliverables and Schedules will be impacted; • The result is a negative LEA-wide impact to activities; and • An alternative or bypass is available.
Severity 3	<ul style="list-style-type: none"> • The system, component, or application is degraded or difficult to use; • There is no critical LEA-wide impact to activities; and • An alternative or bypass is available.
Severity 4	<ul style="list-style-type: none"> • The system, component, or application is usable but causes some loss of capability; • There is no critical LEA-wide impact to activities; and • Deferred maintenance is acceptable.

*The TCC/ESC support team(s) will work on Severity 1 problems until they are resolved or an acceptable work-around is identified. [ESC NAME] will provide [LEA NAME] with updates at a minimum of 2 times daily until Severity 1 problems have been resolved.

19. Incident Response and Restoration/Resolution Service Levels. The following table shows the response and restoration/resolution times by priority after creation of a ticket by the Service Desk.

Severity Category	Target Response Time	Target Restoration/Resolution Time
Severity 1	1 Hour	4 Hours or less
Severity 2	2 Hours	8 Hours or less
Severity 3	12 Hours	4 Business Days
Severity 4	5 Business Days	5 Business Days

Disaster recovery time objective is 48 hours after a disaster is declared.

20. ESC Responsibilities.

- (a) Provide Service Desk staff for Base Level 1 Support of TxEIS SSIS
- (b) Receive calls from LEA's designated authorized users after LEA has performed initial troubleshooting steps
- (c) Log customer requests in the Service Desk System and assign priority
- (d) Dispatch calls to designated secondary support organizations, as appropriate
- (e) Initiate and follow escalation procedures as required to engage appropriate hosting and application management technical support teams, based on priority and urgency
- (f) Provide notification regarding escalated issues to documented LEA business contacts and members of the Vendor support team
- (g) Meet Service Desk Service Levels as jointly defined by LEA and the ESC

21. LEA Responsibilities.

- (a) Provide an up-to-date list of LEA Users and other resources that function as support resources in the LEA
- (b) Limit the number of LEA personnel authorized to contact the ESC so as not to create degradation to the ESC's Service Desk call performance levels
- (c) Perform initial troubleshooting steps as jointly defined by the ESC and LEA
- (d) Identify Service-related unresolved problems to escalate to the ESC Level 1 Service Desk
- (e) Provide and maintain a current escalation contact list for exception conditions
- (f) Administer security for the LEA, including auditing users and their privileges, assigning appropriate profiles, deleting unauthorized users, and enforcing password changes and requirements in accordance with LEA policy.

**EXHIBIT I
COMMITMENT FORM/CONTRACT FOR PROFESSIONAL SERVICES**

EXHIBIT II BASELINE PLAN

Instructions:

The Baseline Plan will be jointly developed by the [LEA NAME] project manager and the [ESC NAME] project manager within weeks of the Project Start Date.

The Baseline Plan will include the following scheduled tasks:

- (1.) Project Planning
- (2.) Data Conversion (if applicable)
- (3.) Data Review
- (4.) Training
- (5.) Implementation

**EXHIBIT III
MAINTENANCE AND SUPPORT AGREEMENT**

(See Attached)

Instructions:

[ESC NAME] to attach its standard Maintenance and Base Level Support Agreement and any optional Field Level Support Package agreed to.

**EXHIBIT IV
INITIAL PURCHASE ORDER**

(See Attached)

[LEA NAME]

[Date]