### **REGION ONE EDUCATION SERVICE CENTER**

Memorandum of Agreement for Region One Education Service Center with

## HORIZON MONTESSORI PUBLIC SCHOOLS

This Memorandum of Agreement ("Agreement") is entered into by and between Region One Education Service Center (hereinafter Region One ESC) and ("Participating District").

The purpose of the Agreement is to provide information systems and support services to **HORIZON MONTESSORI PUBLIC SCHOOLS**.

#### WITNESSETH:

WHEREAS, the Participating District is authorized by the Texas Education Code, and the Texas Interlocal Cooperation Act (Chapter 791, Title 7, Government Code), to enter into agreements with ESCs; and

WHEREAS, the Participating District desires to purchase certain support services; and

WHEREAS, Texas Education Code 8.002 permits regional education service centers, at the discretion of the commissioner of education, to provide services to assist schools in increasing efficiency and effectiveness of school operations (TEC 8.002). Authority for such services is granted under Texas government Code 791.001 et seq, as amended.

THEREFORE, NOW BE IT AGREED that the undersigned Participating District in return for the payment of the consideration stated below and subject to all terms of this Agreement, does hereby agree to the following terms, conditions, and general provisions:

### 1. Term of the Contract:

The term of the Agreement is 09/01/2021 to 08/31/2022.

### 2. Termination of the Contract:

Either party to this Memorandum of Agreement may terminate this agreement by providing written notice to the other party thirty (30) calendar days prior to the date of termination. In the event of termination Region One ESC shall determine the direct and indirect costs incurred to the date of termination and the Participating District shall pay Region One ESC that amount.

## 3. Role of the Region One ESC:

## Scope of work:

Region One Education Service Center to provide the Ascender Student and Administrative Software, software support, and training as described in our attached Schedule of Services.

First time converts are allowed up to three months grace time for initial conversion time, training, and setup. Two days of physical on-site training will also be included at no cost.

Ascender Student Suite	TxSuite	<b>Ascender Business Suite</b>
Registration	txGradebook	Payroll
Attendance	Online Student Registration	Human Resources
Grade Reporting	Parent Portal	Position Management
Scheduling	Student Portal	Finance
Discipline	Teacher Portal	Purchasing
Special Education		Budget & Budget
Health		Amendments
Test Scores		Asset Management
		Accounts Receivable
		Employee Access
		Bank Reconciliation
		Warehouse

### **Support Services**

Hosting
Disaster Recovery
Business Continuity
SOC, Type I Audit
Software Support
Software Training
Document Attachment Service
Jaspersoft BI Report Writing Platform
3<sup>rd</sup> Party Extract Service
Quarterly Visits

# 4. Role of Participating District:

When appropriate, **HORIZON MONTESSORI PUBLIC SCHOOLS** should provide the materials, supplies, hardware/network support, and maintenance needed for the technical support specialist to complete the assigned task.

### 5. Costs:

Ascender Student Software Annual Subscription
Ascender Business Software Annual Subscription

Amounts below are for twelve (12) months: September 1, 2021 to August 31, 2022.

ltem	Total
Ascender Student Software	\$ 23,044.86
Ascender Business Software	\$ 23,044.86
Total Yearly Cost:	\$ 46,089.72

# 6. Limitation of Liability:

To the extent allowed by law, **HORIZON MONTESSORI PUBLIC SCHOOLS** agrees to indemnify, defend and hold harmless the Region One ESC, directors, officers, and employees from and against any losses, or damages that may occur due to Region One ESC carrying out the agreed upon services as specified in this contract.

AUTHORIZATION		
Region One ESC	Participating District	
Dr. Judith Solis Interim Executive Director	Alim U. Ansari Superintendent or designee	
Date:	Date:	
Email: jsolis@esc1.net	Email: aansari@horizonmontessori.net	
Phone: 956-984-6000	Phone: 956-969-3092	