

EDFacts Shared State Solution Proposal

Prepared for State Department of Education

September 1, 2017



ESP Solutions Group

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1 Introduction

ESP Solutions Group is pleased to provide this proposal to the **State** Department of Education for the *EDFacts* Shared State Solution (ES3).

The core U.S. Education Department (USED) data reporting mandate for each state education agency (SEA) is called *EDFacts*. *EDFacts* collects data across all federal education programs gathering aggregate state totals, as well as district-level and school-level counts. The state departments of education must compile data for over 100 submission files on an annual basis. Each state initially put together a unique state process for generating the required submissions.

ES3 is a collaborative cross-state solution designed to maximize shared components, reduce duplicate effort, and yet still accommodate unique SEA configurations and adaptability.

ES3 includes:

1. A set of SQL Server submission tables formatted in the *EDFacts* submission file specification,
2. A set of SQL Server Integration Services (SSIS) extract-transform-load (ETL) processes to create submission files from the *EDFacts* submission tables,
3. A set of standardized SQL Server staging tables for (a) unit records and/or (b) aggregate staging records, aligned with the Common Education Data Standards (CEDS) to the maximum degree possible,
4. A set of SSIS ETL processes to convert from local codes and formats to the federal standards and load the submission tables from the staging data,
5. A series of SQL Server Reporting Services (SSRS) validation reports against both the staging and submission tables so SEAs can review their data prior to submission,
6. All ETL processes with full audit logging and email notification,
7. A centralized web front-end for triggering the ETL and accessing validation and management reports, and
8. Customized ETL to load the staging tables from the SEA's existing data sources.
9. A set of longitudinal dashboards created in Tableau to provide decision support as soon as submission files are ready.

The content for the top seven bullets is common for all SEAs. The *EDFacts* Shared State Solution means this common content does not need to be developed 59 times for the states and extra-state jurisdictions.

Bullet number 8, customized ETL from SEA data sources to ES3 staging databases, is unique to each agency. For an SEA, the ETL will be built from your existing authoritative data sources to the up-to-date cycle of *EDFacts* specifications beginning with the current annual cycle of submissions. To be ready for this cycle, the most recent Directory and Membership counts will be processed by ES3 or replicated from the SEA submissions.

Bullet number 9, Longitudinal Tableau Dashboard Visualizations, are a value-add service provided only by ESP.

The first SEAs to contribute code to the components of the *EDFacts* Shared State Solution were Idaho and Missouri. The Tennessee, South Dakota, and Virgin Islands Departments of Education have also completed full cycles of *EDFacts* reporting using ES3. The Wyoming Department of Education is also implementing ES3. Others for whom ESP has prepared data for submission have added concepts to the architecture (e.g., Delaware, North Carolina, Louisiana, New Hampshire, District of Columbia, Maine, and Georgia). As other SEA partners use ES3, their contributions will enhance the solution, especially in the area of reports.

From this core, ESP has committed to be managing partner for all states joining an SEA Partner Association to share the maintenance of requirements, business rules, and the data model. ESP will manage documentation and sharing of enhancements such as reports.

Because the solution is founded on these multiple SEAs' ideas and processes, ES3 is portable across agencies and is provided with a no-fee license. This proposal provides for the initial documentation of data sources, ETL into ES3, and production of one annual cycle of submission files. In future years, an SEA may choose to maintain the ETL or contract for services for assistance. The SEA may choose to maintain the data model and data mart tables to be up-to-date with USED's *EDFacts* specifications. Alternatively, the SEA may contract for those services through the Maintenance and Support Agreement and join the Partner Association to receive those updates.

2 The Evolution of the *EDFacts* Shared State Solution

The U.S. Department of Education revolutionized state-to-federal reporting with the *EDFacts* system. Every state is mandated to submit data in the same format. Most of the core processes are duplicated within every SEA. Many SEAs have looked across their borders over the years and wondered how many of their processes and software applications they could share. However, their time and resources were concentrated on meeting the *EDFacts* requirements and deadlines and not on software product development.

What has changed?

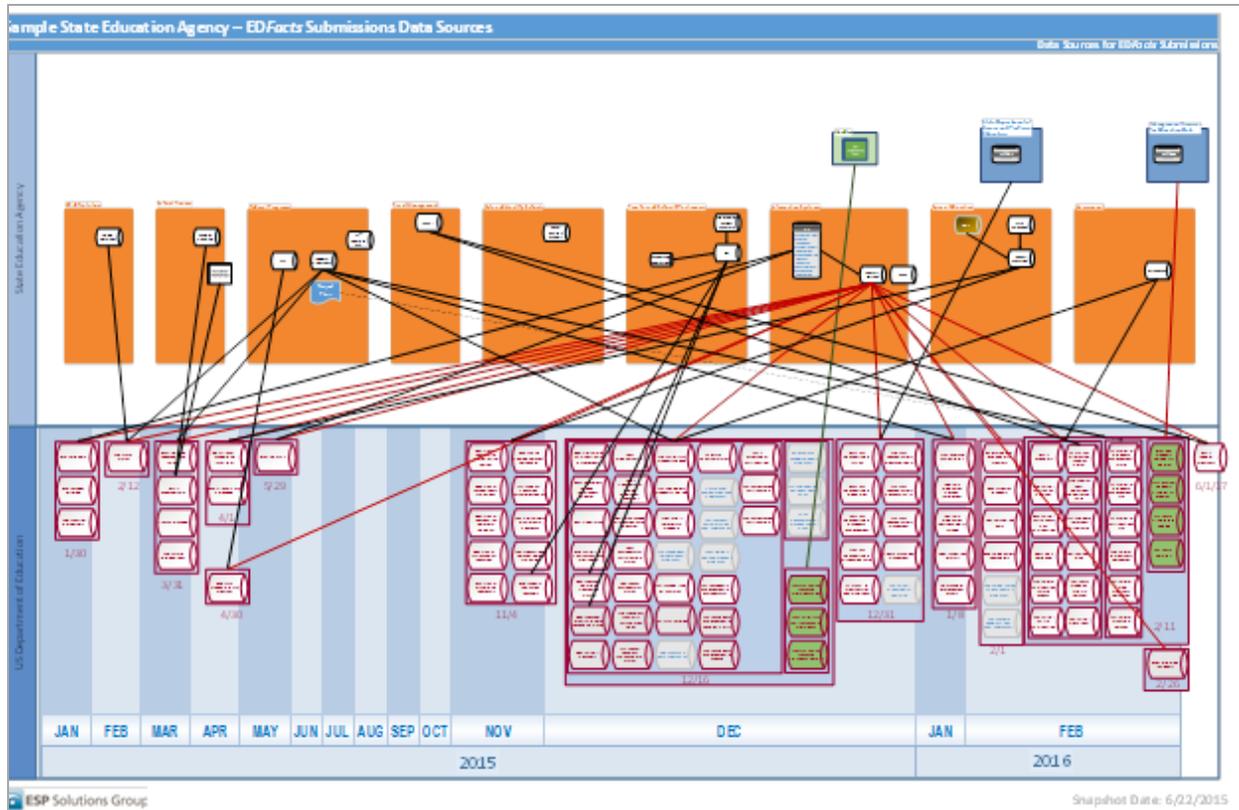
- Microsoft tools eventually became more common, standardized, affordable, and easy to use.
- SEAs learned enough about the *EDFacts* processes to pinpoint where the commonalities are and where the uniqueness of each SEA remains.
- ESP accumulated experience with enough clients to allow it to devote sufficient resources to building the common data model, databases, documentation, and ETL processes.
- The ES3 SEA Partnership Association model with an annual fee to support updates and on-going enhancements became viable as enough states adopted a common architecture.

What are the common components of ES3?

- Two Staging Databases (allowing the SEA to ETL and process unit and/or aggregate records in SQL Server)
- Three Types of Reporting (providing feedback to the *EDFacts* Coordinator, data providers, and analysts/decision makers) using SSRS
- *EDFacts* Submission Data Store (creating a longitudinal data system for verification and analytics)
- *EDFacts* Submission File Engine (creating *EDFacts*-compliant files for uploading)
- An ES3 Web Management System Application (allowing the *EDFacts* coordinator, and designated program office staff, the capability of managing the system from a browser)

Unique to every SEA is the ETL into the staging databases from the data sources. For the SEA, we propose that the data sources be documented during an initial task using ESP's *ISInsight*[™] process and DataSpecs[®] metadata dictionary tool.

The *ISInsight*[™] *EDFacts* diagram shown below helps identify the data systems that are the authoritative source for *EDFacts* submission files. This diagram also helps identify the submission dates in which staff and data systems will be engaged.



The diagram shows that the EDFacts Coordinator for an SEA runs on adrenaline from December through February. That's when the majority of the approximately 105 annual submission files are due. Barbara Clements, Steve King, and Glynn Ligon of ESP visited 17 SEAs in 2011 along with AEM and USED experts providing EDFacts technical support under the State Information Support System (SEISS) contract. What did we discover takes the Coordinators' time?

- Keeping up with the updates
- Finding new and changed source data across the SEA
- Making changes to the local ETL processes
- Keeping the SEA data providers up-to-date (conducting an annual meeting, publishing an annual calendar, communicating requirements changes, communicating changes in processes)
- Updating the submission file formats
- Creating/maintaining the data dictionary
- Creating error, edit reports for data stewards and providers
- Maintaining business rules

What seldom or never gets done?

- Creating a longitudinal data store of *EDFacts* submissions
- Creating enough edit reports to ensure data quality
- Providing longitudinal analytics and reports to support decision making
- Creating a comprehensive training program for *EDFacts* data stewards and providers
- Providing timely access and availability to graphical representations of the *EDFacts* data

The *EDFacts* Coordinator has a difficult job. Thus the last four bullets have become the roadmap for ES3 and the Partner Association, and the first bullet is facilitated by the *EDFacts* Dashboards & Analytics component.

3 Proposed Work

Definition of Terms:

- Core Product: Code that creates the staging databases and submission files; maintained by ESP under the Software License Agreement and the Support and Maintenance Agreement
- System and Feature Upgrades: Functions added after an SEA signs its Software License Agreement
- Partner Association: Group of SEAs signing Support and Maintenance Agreements and sharing system and feature upgrades
- Technical Support: Development consulting specific to an individual SEA's needs
- Product Enhancements: System and feature upgrades
- Defect Fixes: Core product code corrections
- New Feature Request: System and feature request by an SEA beyond a defect fix
- Configuration Services: Installing ES3 into an SEA's technical environment
- Technical Environment: The local IT environment at an SEA
- Implementation Services: Tasks including configuration, ETL, and consulting related to the initial annual cycle of ES3 for an SEA
- New or Changed ED*Facts* Data Sources: Source data that require modifications to existing ETL or new ETL. The modifications or new ETL may be either as a consequence of new ED*Facts* submissions or changes to submissions, or as a consequence of changes in local SEA data sources.
- Managing Partner: ESP
- Annual Cycle of Submission Files: Defined by USED as one school year of submission files
- Local ETL Process: Moving source data from SEA locations into ES3 staging databases

3.1 Overview

ESP Solutions Group will provide the State Department of Education a comprehensive process for satisfying the requirements of the USED for ED*Facts* reporting. ED*Facts* reporting is not a single event, but a continual process throughout an annual cycle. The USED continues to enhance the requirements and business rules for this reporting. Therefore, this proposal is to establish a process for SEA to extract the source data (either unit records or aggregate statistics) from the local sources, transform those data as required into the data elements appropriate to each ED*Facts* specification, and load them into compliant submission files for the SEA to upload.

The major hurdle for SEAs is that USED changes their requirements for both content and format each cycle. Therefore, this proposal is to establish for the SEA the capacity to gather and stage all the required data, then to access from ESP (the ES3 Partner Association) on an on-going basis the updated specifications, submission file formats, and business rules. If SEA chooses to maintain these formats and business rules internally, there will be no on-going support and maintenance fees.

A major advantage for ES3 partners will occur as USED implements changes from the Every Student Succeeds Act (ESSA). These changes will be incorporated by ESP into the core ES3 product and the partners will all be part of the vetting process. Having multiple states working together with each other as the changes are implemented will be a tremendous savings in time and effort for everyone.

ESP has worked with many SEAs in the design of their *EDFacts* reporting process. We have worked directly with some to submit their data, then transitioned the process to internal resources. Four states relied upon ESP for comprehensive ETL services over multiple years—Louisiana, New Hampshire, North Carolina, and Delaware. Missouri, South Dakota, Idaho, Tennessee, the Virgin Islands, and Wyoming have also engaged ESP as of this date to revamp their *EDFacts* reporting systems with the *EDFacts* Shared State Solution.

3.1.1 Process Flow

Most state *EDFacts* coordinators have assembled a set of scripts or routines they can run to:

- 1) Read in source data,
- 2) Transform the data into the *EDFacts* format, and
- 3) Create the submission files.

In most cases, the interim steps are not maintained, nor is the processing logged or a notification system put into place. This was reasonable when the process was needed only once a year, and a single individual in the state needed to understand how it works.

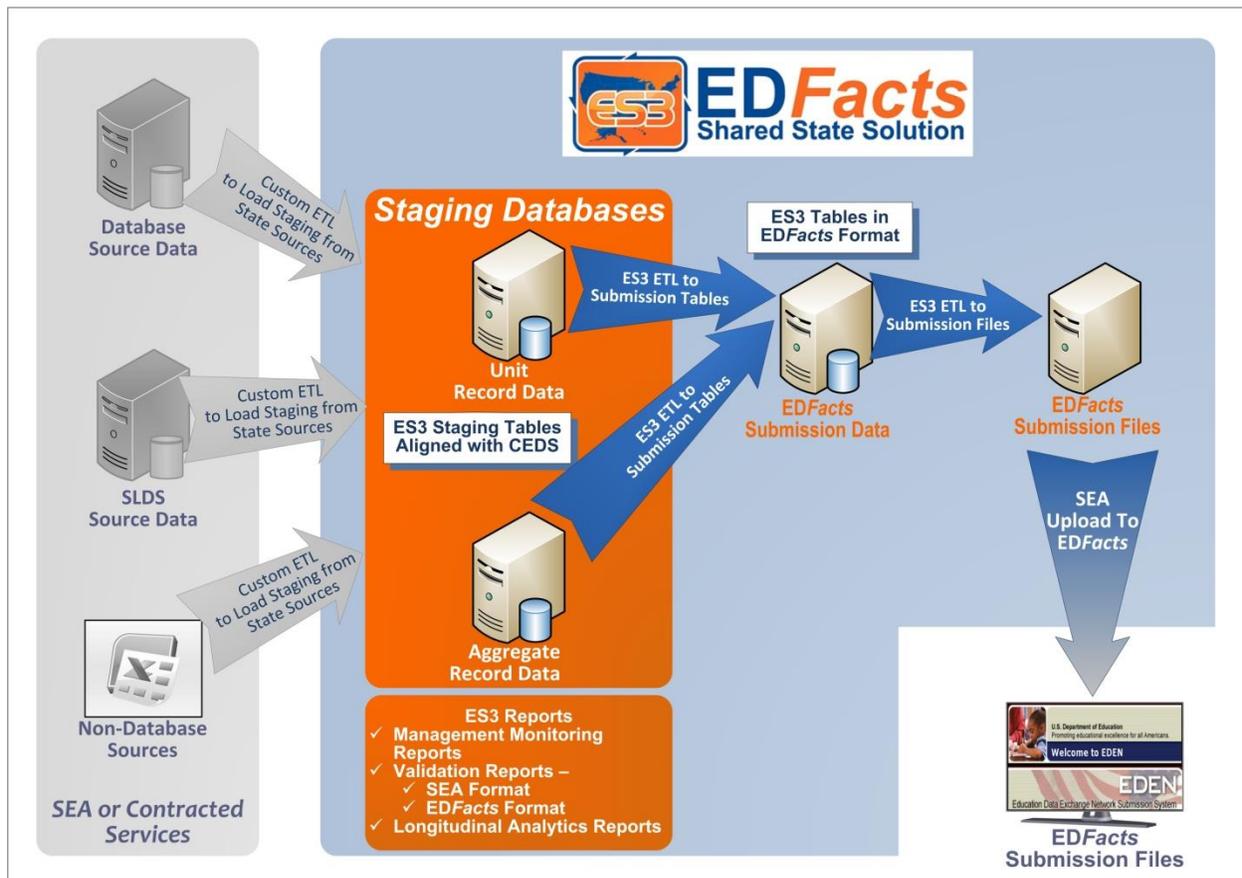
These custom scripts are often documented well enough for the current *EDFacts* Coordinator, but not well enough for others coming in behind them. ESP site visits have uncovered multiple instances where new *EDFacts* Coordinators are building new processes and management systems because they could not understand or follow the ones they inherited.

The economy of scale derived from having multiple partners means we can build a more robust and professional solution. The ES3 solution incorporates best practices in ETL design and implementation. All steps are logged, the process is auditable, both final staging and submission file history is maintained, and a system is built in for notifying the appropriate parties.

Individual stage loading or submission file creation processes can easily be triggered by non-technical program staff. This potentially frees the *EDFacts* Coordinator to focus on managing the *EDFacts* process. There is a standard approach and set of ETL templates for each component. The solution uses the standard tools in the Microsoft SQL Server development stack. The entire development and operational process is well documented.

The approach proposed by ESP will provide the following.

High-level view based upon best practice: A persistent data store—a data “mart” -- will be built internally to create a persistent repository both to generate reports for data providers to verify their files and to document SEA’s submissions to ED**Facts**.



This figure describes the standard process for ES3. For additional information, please visit www.ES3facts.info.

Data sources would be brought into the Staging Databases using SQL Server Integration Services. Two options are available for loading the required ED**Facts** data into their respective tables within the Staging Databases.

1. **Initial ETL into Staging Database Tables:** In some cases, the data for the ED**Facts** submission will come from unit record data that have been loaded into SEA’s data warehouse. (We are using data warehouse to represent a central data store.) SSIS brings in the source data; stores them in Staging Database tables as desired by SEA. The SSIS ETL process then transforms the data as specified by ED**Facts** into required statistics/elements and stores them in the appropriate ED**Facts** file table.

2. **Direct ETL into ED*Facts* User Schema:** In limited cases, ED*Facts* gathers data on small programs or in small files where the source data may not be in the data warehouse as unit records (these should go down in number over time). In these cases, the ED*Facts* table will be loaded directly from SEA's raw data formats via scripts or SSIS. The process transforms them as specified by ED*Facts* into required statistics/elements and stores them in user schema.

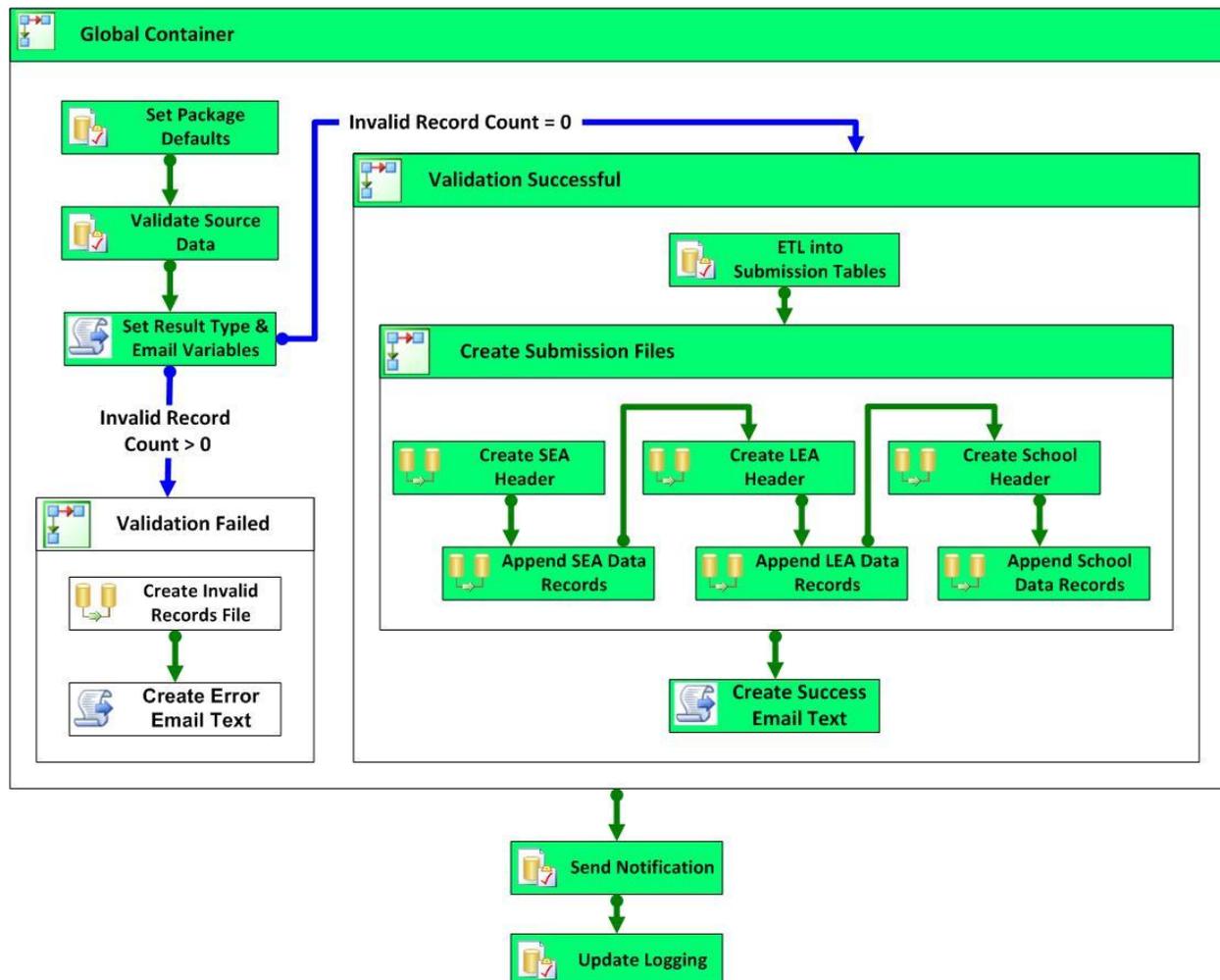
When submission to ED*Facts* is required, SSIS would be used to create the required ED*Facts* packages in tab-delimited format.

DataSpecs[®], one of ESP Solution Group's core services, is a metadata inventory tool that is used to improve the overall quality of an organization's data. It is used to increase proper interpretation and use of data, the availability of data to decision makers in a timely manner and usable format, and to enhance the value of longitudinal information systems by ensuring that they are sustainable and extensible. DataSpecs[®] helps manage an education agency's data through defining their collections (data coming in to your agency), repositories (where the data are stored in the agency), and outputs and reports (data leaving the agency).

DataSpecs[®] is not required to implement the ED*Facts* Shared State Solution; however, the use of DataSpecs[®] provides a means for the automation of the complete ED*Facts* reporting process. Because DataSpecs[®] is maintained with the current ED*Facts* submission files and data elements, ESP will map the SEA's available data elements to those required by ED*Facts* in the annual cycle. DataSpecs[®] has a standard report, the ED*Facts* Map and Gap Report, which will be generated to meet the ED*Facts* requirements.

The SEA's DataSpecs[®] metadata dictionary will ensure that all data elements required for Federal reporting using the ES3 reporting system are identified and defined in the SEA's Data Dictionary. The ED*Facts* Map and Gap Report will identify any missing data elements that must be collected and added to the Data Warehouse. ESP's staff is expert in the requirements for ED*Facts* from having assisted USED in establishing the data standards for ED*Facts*, built and run the ED*Facts* submission systems for several of the top-performing SEAs, and being under contract to USED to provide technical assistance to SEAs to improve the quality of their ED*Facts* data. This involvement will ensure that the SEA's process is up-to-date with current requirements.

Below is an example of the use by Steve King of Visual Studio to document and monitor the processes of ES3.



Originally, ES3 used Visual Studio and/or SQL Server Management studio to trigger the Integration Services packages. To alleviate the need for *EDFacts* coordinators to learn these power applications, or the state IT staff to be nervous about security issues around them, ESP designed a web front end. Built using standard .NET and ASPX tools, the web application gives an authenticated *EDFacts* Coordinator access to manage the solution. Web pages exist for:

- Editing the various configuration tables,
- Reviewing and editing staged data,
- Running staging data and submission data validation reports,
- Editing parameters for the SSIS packages and then firing them off, and
- Monitoring the *EDFacts* submission calendar and file creation status.

Individual stage loading or submission file creation processes can easily be triggered by non-technical program staff. This potentially frees the ED*Facts* Coordinator to focus on managing the ED*Facts* process.

By default, the application comes with the basic .NET security model, but with easy hooks to integrate into an existing Active Directory or other security environment.



The screenshot displays the 'ED*Facts* Shared State Solution (ES3)' web application. The top navigation bar includes the title and a user greeting: 'Welcome sking_esp ! [Log Out]'. The main content area is divided into a left sidebar with a tree view and a central configuration panel.

SSIS Package Configuration

Verify and/or Edit Package Configuration, then Schedule for Execution:
ED*Facts*\Submission Loading\S052 Membership

Package Variable	Configured Value
Edit ErrorMessageLine	
Edit ErrorMessageToLine	sking@espsg.com
Edit ReportingPeriod	2013-2014
Edit SuccessErrorMessageLine	
Edit SuccessErrorMessageToLine	sking@espsg.com

The left sidebar contains the following menu items:

- SSIS Package Execution
- Directory Data Review/Edit
 - LEA Directory Review/Edit
 - School Directory Review/Edit
- Validation
 - Invalid Staging Records
- Configuration
 - State Code Translation Table
 - State Configuration
 - State Characteristics
 - Submission File Characteristic
- Management Reports
 - SQL Agent Job Status
 - SSIS Package Task Log
 - Email Log Review
 - Submission File Due Dates
 - Submission File Creation Status
 - Submission File Creation History
- User Manual

Steps for a Successful Completion and Documentation of ED*Facts* Submission Files

Step	Approach
1. Document Current Authoritative Sources (Month One)	ESP will review the current status of submissions and the processes used. ESP will create an <i>Insight</i> [™] diagram to document the current sources of data for ED <i>Facts</i> . Through interviews and review of documentation, the flow of these data will be captured in the Visio diagram with annotations.
2. Document Evolving Authoritative Sources (ONGOING)	Over time, the sources will continually change. ESP and the SEA will use DataSpecs [®] to document those changes and when they replace current sources. ESP will work with the SEA and their departmental staff to identify the content and submission files that will be scheduled for completion during the annual cycle. USED will be notified in the SEA's annual plan.
3. Maintain Current Requirements (ONGOING)	ESP will monitor and incorporate changes to the ED <i>Facts</i> specifications as they are proposed and adopted for the annual cycle.
4. Extract and Load Source Data into ES3 (Begins as soon as the sources are identified and follows the periodicity of the associated data collections)	ESP will integrate the scheduling of ETL with the authoritative data sources for extant and additional data elements. ESP will work with the SEA to ensure all required source data are extracted and compiled. Then ESP will review the completeness and quality of these data. (ESP understands that not all the data specified for ED <i>Facts</i> will be available or cleared for reporting to USED.)
5. Transform Data to ED <i>Facts</i> Standards (Begins immediately upon moving of data to the ES3 Data Mart)	ESP will create the ETL scripts to move the source data from the sources into the ES3 Data Mart. Rules, calculations, code crosswalks, and other processes will be applied as appropriate. These maps and code will be owned by the SEA and are maintainable by internal staff in the future.
6. Clean Data (ONGOING)	ESP will assist the SEA in the process of understanding ED <i>Facts</i> edit reports in order to clean data for re-submission. The cleaning and submission/resubmission process is the responsibility of the SEA.
7. Install and configure ES3 Web Management Application	ESP will work with the SEA to install and configure the ES3 Web Management Application on the SEA's Intranet web server. This .Net application provides management tools via a web browser to designated staff.
8. Complete One Annual Cycle (begins on the date work begins on the first uploaded submission file)	ESP will work with the SEA to complete the submissions during a 12-month cycle.
9. Train SEA Staff	During the one-year cycle, ESP will train designated departmental staff on the processes for ETL.
10. Transition Processes to the SEA (during the final two months of the annual cycle)	ESP will implement a transition plan to ensure that knowledge transfer occurs from ESP to SEA's designated staff.
11. Maintain the Submission File Standard (begins at the start of the second annual cycle)	SEA may choose to maintain the submission file requirements internally or to engage ESP to do so.

States have shared software applications in the past with varying success. Challenges have ranged from:

- Who writes the documentation?
- Who maintains the code?
- Who coordinates communications among all the users?
- Who ensures everything is up to changing standards and requirements?

For the *EDFacts* Shared State Solution, ESP became the natural managing partner for the SEA Partner Association. ESP has a deep understanding of *EDFacts* from working with USED/NCES on the data standards and reporting processes for the Common Core of Data (CCD), the Integrated Performance Benchmarking System (IPBS), the Performance Based Data Management Initiative (PBDMI), and others that contributed to the foundation for *EDFacts*.

ESP has directly assisted multiple SEAs in the design and delivery of recognized *EDFacts* solutions. Those insights, combined with the expertise of participating SEAs supplied ESP with the architecture for ES3.

Partner Association membership provides an SEA with ESP's managing partner services. ESP will provide project management, annual updates to requirements, current table and field structures for the data stores (unit staging, aggregate staging, and submission files), support, and documentation.

Steve King, Chief Architect, is only one of ESP's experts who will be ready to provide the value-added service for which ESP is known.

Darrell Prather, Data Analyst, is also well known for working directly with multiple SEAs to move their *EDFacts* reporting status right to the top. His in-depth knowledge of file specifications, business rules, and ETL from SEA sources make him an invaluable resource to partner SEAs.

3.2 Scope of Work:

The following table illustrates the tasks, milestones, and estimated completion dates that occur in the first year of an ES3 Project. ESP estimates approximately 12 months to complete the first reporting cycle of a standard ES3 implementation.

Sample Timetable and Deliverables			
Task	Description	Hours	Date
1	System Hardware and Software Acquisition and Configuration ESP will work with State IT staff to acquire the necessary environment for the system. System components include an SQL Server ED <i>Facts</i> database with Integration Services, reporting services. The system can be accessed from a web application running on a state web server. ESP staff needs access to a development environment within SEA's intranet with access to the various SEA source systems.	24	1-Apr
2	Document Current Authoritative Sources ESP will review the current status of submissions and the processes used. ESP will create an <i>ISInsight</i> [™] diagram to document the current sources of data for ED <i>Facts</i> . Through interviews and review of documentation, the flow of these data will be captured in the Visio diagram with annotations.	24	1-May
3	Document Source Details in DataSpecs ESP will work with the SEA and IT staff to document the details about the field contents of the data sources identified in the step above. ESP will document these details in SEA's copy of DataSpecs [®] .	120	1-Oct
4	Load Directory and Other Background Data There are files and data that the SEA has already reported to ED via ED <i>Facts</i> that are required for future submissions, specifically education directory, student membership, and staff records. ESP will use these submission files to backfill the ES3. ESP will also work SEA staff to populate ES3 configuration files, such as the state code translation tables.	32	1-May
5	ED<i>Facts</i> File Set Creation – Group 1 ESP will work the SEA and IT staff to implement the system to construct the ED <i>Facts</i> files due through mid-December (approximately 51 file sets). The source data to be used to generate submission files has to be electronically available to ES3.	170	15-Jun
6	ED<i>Facts</i> Dashboards and Analytics ESP will establish secure access to the Dashboards and Analytics environment for the SEA and assist with the configuration and the initial loading of ED <i>Facts</i> historical data.	64	1-Jul
7	ED<i>Facts</i> File Set Creation – Group 2 ESP will work with the SEA and IT staff to implement the system to construct the ED <i>Facts</i> files due through the end of January (approximately 48 file sets).	170	1-Aug
8	ED<i>Facts</i> File Set Creation – Group 3 ESP will work with the SEA and IT staff to implement the system to construct the ED <i>Facts</i> files due through June 1st (approximately 13 file sets).	50	1-Dec
9	Systems Operations Training ESP will train SEA staff on the task required for system design, development processes, and system operation.	16	30-Jun

This includes work to:

- Document the SEA's data sources for the required ED*Facts* submission specifications cycle that coincides with project start.
- Identify the authoritative sources at the SEA, and to document them using *ISInsight* for current and future management.
- Map the sources into the ES3 Data Mart.

- Document the sources, data elements, code sets, and other details in DataSpecs®; and map all elements to the *EDFacts* elements in the specifications for reporting.
- Install the ES3 software at the SEA, test, and certify acceptance.
- Build the ETL from the electronic data sources to the ES3 Data Mart for one annual cycle of *EDFacts* specifications. (“Data source” is defined for mapping and import purposes as the location nearest the ES3 Data Mart.)
- Upload the data during the annual cycle into the ES3 Data Mart from the identified data sources
- Process each specification through to the creation of the submission file (which is uploaded to the *EDFacts* Submission System by the SEA)
- Maintain the ES3 application including the specifications to be current with (USED) requirements and changes; and any updates and reports contributed by the ES3 partners to the ES3 Partner Association.
- Provide on-going ETL services at the hourly rate as called upon.

ESP will pursue all options to complete this project ahead of schedule. Payments of invoices will be based upon ESP’s meeting the stated deadlines for deliverables and upon the SEA’s acceptance of the proposed deliverables.

Because ES3 is a collaborative solution jointly developed by ESP and the partner states, there is no on-going license fee.

There is an optional annual maintenance fee. The maintenance fee covers system expansion, updates to the core product to meet federal *EDFacts* requirement changes, and implementation of improvements developed in other states and by ESP.

3.3 ESP Expectations of the State

ESP will rely upon the SEA to provide assistance with contact information, review of milestones as they are completed, and general responsiveness to project needs and questions as they arise.

In addition, ESP expects that the SEA will provide the hardware and software to host the solution. The software consists of the standard Microsoft SQL Server stack with Integration Services and Reporting Services.

SEA resources will be able to manage and interact with the ES3 Solution via an ASP.NET web application to be installed on a state webserver behind the state firewall.

ESP employees will need a development environment within the state network. ESP can use whatever VPN and remote access solution the state wishes to provide. The development environment will need access to ESP's Team Foundation Server over port 80.

SEA staff will need to review the files generated by the solution and submit them to the *EDFacts* submission system. These staff will need to share USED feedback with ESP regarding issues and potential system improvements.

ESP appreciates any input and/or critiques, and will work closely with the primary point of contact to ensure all goals and requirements of this project are met.

3.4 EDFacts Shared State Solution Contract Terms and Conditions

This section describes the terms that guide the relationship between the SEA and ESP in the implementation, continued development, use, support, and maintenance of ES3. These terms would be in support of a master contract for ES3 services between ESP and SEA. Should any conflicts arise, the order of precedence for resolution would be as follows.

1. The Master Contract
2. The ES3 Software License
3. These *EDFacts* Shared State Solution Contract Terms and Conditions

Definitions

Cycle 1: A one-year reporting cycle for *EDFacts* from the beginning date of the master contract

Cycle 2: The one-year reporting cycle beginning at the end of Cycle 1

Partner Association: The collective group of ES3 users who contract with ESP for maintenance services, support, and updates to the staging database and submission files (There may or may not be a formal Partner Association charter or affiliation at the time of SEA's master contract.)

Source Data: The file from which data will be accessed for ETL into the ES3 staging database

Submission File: The file sent from the SEA to the ED*Facts* system

ETL: The process of extracting, transforming, and loading data from the data source into the ES3 staging database

ESP Deliverables and SEA Tasks

1. ESP will provide the documentation for installing the ES3 application in the SEA's environment.
2. The SEA will acquire and install the required hardware and software licenses.
3. ESP will install these ES3 components remotely or guide the SEA's IT staff through the process.
 - a. A user interface to manage the processes
 - b. Two staging databases in SQL Server allowing the SEA to ETL and process either unit or aggregate records and to transform unit records to aggregate records for submission
 - c. Reporting feedback using SSRS
 - d. ED*Facts* submission data store, which creates a longitudinal data store for verification and analytics
 - e. ED*Facts* data submission file engine, which creates ED*Facts* -compliant files for uploading
4. The SEA will provide this information for each data source identified in Attachment A.
 - a. The data provider/steward and contact information
 - b. The name, type, and format of the data file
 - c. The location of the data file and the process for ESP to access the file
5. The SEA will provide ESP a file containing the source data for each ED*Facts* submission file.
 - a. Consolidated into a single file for the sources defined and listed in Attachment A
 - b. Complete as of the designated as-of-dates for each file in Attachment A
6. The SEA will clean the file based upon this edit feedback.
 - a. ESP feedback
 - b. ED*Facts* submission process edit reports
7. In Cycle 1, ESP will perform these tasks.
 - a. Build the ETL script from the source file to the staging database
 - b. Import the source data
 - c. Create the submission file
 - d. Document whether ETL was completed for each source-data in Cycle 1
8. In Cycle 1, the SEA will perform these tasks.
 - a. Provide the source files with documentation
 - b. Submit the final submission files to ED*Facts*
 - c. Perform editing of the data for resubmission and final acceptance by ED*Facts*
 - d. Pay ESP upon these milestones
 - i. Installation of the ES3 application

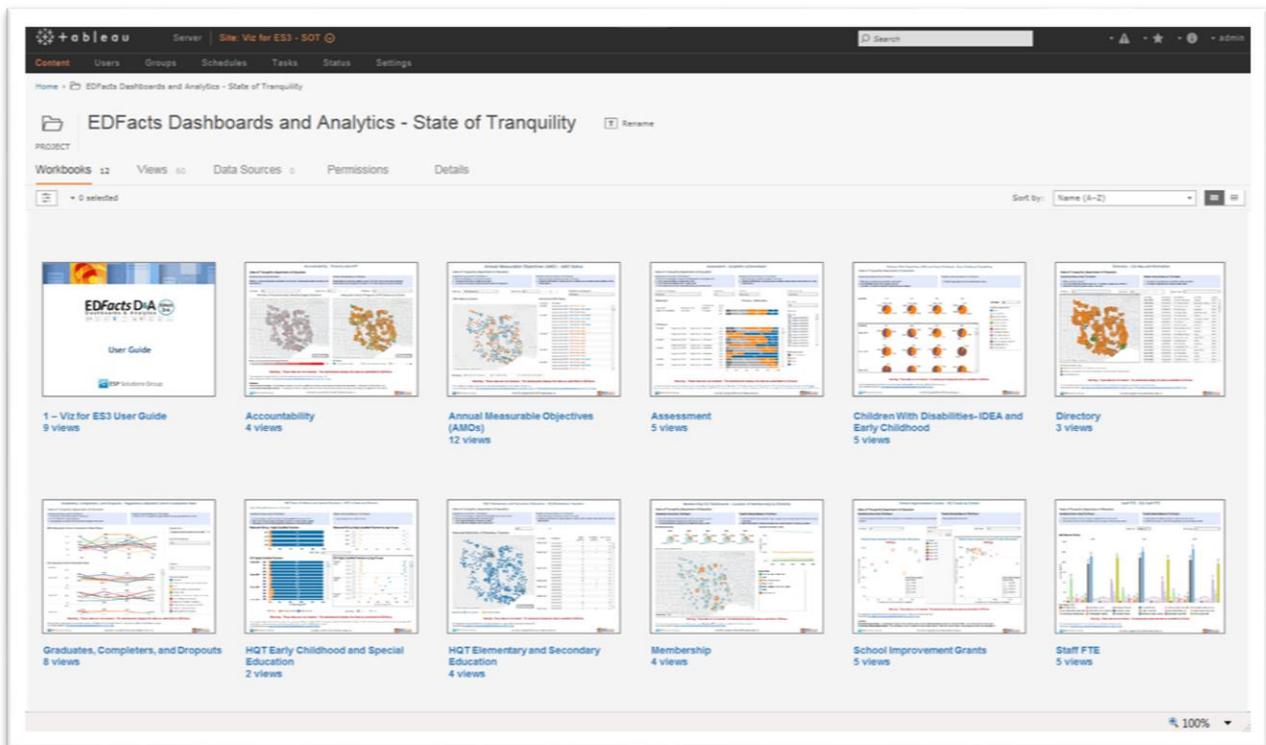
- ii. Completion of Attachment A and initial collection of source data documentation for the first month's submission files
 - iii. Agreed upon interim milestones
 - iv. The end of Cycle 1
 - v. The beginning of Cycle 2
9. At the end of Cycle 1, the SEA will pay ESP for the remainder of the ETL contract, and ESP will complete any data sources not done in Cycle 1 during Cycle 2.
10. At the end of Cycle 1, the SEA will determine whether initiate the Maintenance and Support License and to join the ES3 Partner Association or to begin performing updates of the ES3 software.
11. At the end of Cycle 1, the SEA will determine whether to begin maintenance of the ETL for all completed sources or to contract with ESP for those services.
12. As modifications to current submissions or new submissions are released from USED, the SEA will determine whether to build the ETL for them and to begin maintenance of the ETL, or to contract with ESP for those services.
13. In Cycle 2, ESP will perform these tasks.
 - a. For those not completed in Cycle 1, the SEA will provide ESP a list of source files they require to be loaded in Cycle 2.
 - b. For those required to be loaded in Cycle 2, ESP will build the ETL script from the source file to the staging database(s).
 - c. For those required to be loaded in Cycle 2, ESP will import the source data.
 - d. For those required to be loaded in Cycle 2, ESP will create the submission file.
 - e. ESP will document which source data ETL was completed in Cycle 2.
 - i. Source data ETL not completed in Cycle 2 will become the responsibility of SEA.
 - ii. Sources that change or require updates to their ETL after ESP has created and completed the initial ETL process will be the responsibility of the SEA unless contracted to ESP.
 - f. If the SEA is a Partner Association member, ESP will update submission file formats.
 - g. If the SEA is a Partner Association member, ESP will update the staging database tables.
 - h. If the SEA contracts with ESP at an hourly rate, ESP will:
 - i. Build new ETL for new sources resulting from changes initiated by the SEA or required by new or modified specifications from USED;
 - ii. Update ETL for changed sources resulting from changes initiated by the SEA or required by new or modified specifications from USED;
 - iii. Work with the SEA for knowledge transfer, training, or assistance with ETL; and
 - iv. Work with a contractor for knowledge transfer, training, or assistance with ETL.

The Software License Agreement

The SEA is granted a nonexclusive license as shown in Attachment B. The License Agreement will be signed at the time of the initial contract for implementation services with ESP. The Support and Maintenance Agreement is included as Exhibit A to the License Agreement. The Support and Maintenance Agreement is the SEA’s membership in the Partner Association and provides ESP’s services beginning in year two.

3.5 ED Facts Dashboards & Analytics (D&A)

ED Facts D&A is a set of 12 workbooks and 57 dashboards (with new dashboards added frequently to offer additional reports of ED Facts data) built using Tableau Software, to depict ED Facts data for state and local agencies in a graphically enhanced and timely way. ED Facts data are submitted to a secure SQL database in the same format as they are to the ED Facts Submission System (ESS). Once the data are submitted, state education agencies can access their secure, dedicated Tableau Portal to view, download and share their dashboards across the agency immediately after submission. Viewing ED Facts data in a timely, graphical manner supports analysis and promotes enhanced data quality.



ED Facts D&A includes all elements in the US Department of Education’s reporting tool, ED Data Express, related to student achievement, demographics, accountability, funding, teacher quality, and performance. Please visit <https://public.tableau.com/profile/esp.edfacts.d.a#!/> to view sample dashboards.

Five Key Reasons to Utilize EDFacts D&A:

1. EDFacts data are available for visualizing immediately upon their submission to EDFacts D&A, thus eliminating two- and three-year delays in viewing reports from ED Data Express.
2. EDFacts D&A, utilizing Tableau as the BI visualization tool, is a flexible and graphically powerful tool, far exceeding the capabilities of the ED Data Express reporting system.
3. ESP's experienced team continues to develop actionable reports/visualizations, to expand EDFacts reports beyond the current ED Data Express offerings.
4. Each EDFacts D&A visualization features overarching questions and actions around specific EDFacts submission data, and those data are then presented in that visualization.
5. EDFacts D&A is a powerful data quality tool, allowing SEAs to examine data in a graphical way prior to submission.

4 Cost Summary

The following cost summary assumes a project start date within 90 days of **March 1, 2017**.

Description of ES3 Package Deliverables	Year One Cost
ISInsight™ Process Flow Diagram (Combined View—Repositories, Submissions) <ul style="list-style-type: none"> Includes 1 on-site visit to the SEA Other interviews and tasks conducted by conference calls, WebEx, email, and/or phone. Travel expenses are included. 	\$3,500
DataSpecs® (Creation of the ES3 Project Data Dictionary) <ul style="list-style-type: none"> Entry of all current ED<i>Facts</i> sources Mapping of current sources to ED<i>Facts</i> specifications Analysis and reporting of gaps in the current ES3 Project Data Dictionary sources to determine timeline for current ED<i>Facts</i> cycle sources The SEA & ESP will assess the completeness of data entry into DataSpecs for ED<i>Facts</i> sources. 	\$18,000
ES3 License	\$0
Install and Configure ES3 Application	\$3,500
ETL for Authoritative Data Sources from the ES3 Project Data Dictionary to ES3 Data Mart or from Current Sources for One Annual Cycle; Process Verification for Creation of Submission Files. (This is a one-time fee to be paid at the inception of the contract that will cover the Year One ETL efforts.)	\$62,600
Support and Knowledge Transfer/Training for ES3 for the first Annual Cycle (Year One of the contract)	\$2,500
ED <i>Facts</i> D&A (Dashboard / Visualizations of ED <i>Facts</i> Data) for Year One of the contact	\$7,000
Year One TOTAL	\$97,100

Annual Support	Annual Renewal Cost
Annual Support and Maintenance Fee for each subsequent support year (Optional and subject to a 3.5% annual increase in each subsequent year)	\$15,000
Annual ED <i>Facts</i> D&A Support and Maintenance for each subsequent support year (Subject to a 3.5% annual increase in each subsequent year)	\$7,000
Hourly Services Fee for ETL after First Annual Cycle. The hourly rate would only occur in the second year and beyond – if there are changes made to the initial data sources that require ETL reconfiguration. This fee would only occur if changes are made to the data or environment that breaks the ES3 ETL process.	\$150.00/hour

5 Company Information and Qualifications

5.1 Company Experience – ESP Solutions Group, Inc.

ESP Solutions Group (ESP) (www.espsolutionsgroup.com) is a P20W data consulting and technology firm specializing in education data systems and analytics. During our 24-year history, we have provided innovative leadership and insight into the most challenging education information technology projects. Our team is comprised of education experts who pioneered the concept of “data-driven decision making” (D3M) and now help optimize the management of our client education agencies' local, state, and federal information. ESP is exclusively focused on P20W education. This is not a sideline business for our firm. We believe in what we do. We are former teachers, administrators, and district and state education agency personnel. ESP has a comprehensive view of the current state and future potential of the entire P20W data ecosystem. We understand how campus, district, state, and federal education technologies are related. ESP is focused on providing education agencies with expert services in the design of information systems in support of data-driven decision making.

ESP designs into each information system and data exchange project protections of personally identifiable information. As a signatory of the Student Privacy Pledge, ESP ensures that not only their systems but their clients' are compliant with FERPA, state laws, and best practices.

De-Identification was the topic of one of ESP's Twiminars (<http://p20wforum.info/twitter-seminars/esptwiminars-de-identification/>) with the white paper, *Demystifying De-Identification* (<http://p20wforum.info/wp-content/uploads/2015/06/De-Mystifying-De-Identification-White-Paper-6-30-15.pdf>) published at the conclusion.

ESP recently consulted with the State of Utah on their 2016 student privacy legislation HB358. ESP's data governance consulting has helped develop plans, including privacy policies, for several state education agencies and districts.

Our early statewide systems integration projects were individual identifier systems, including statewide SIF student locator systems. ESP implemented the first statewide SIF data collection, built the National Transcript Center (sold to Pearson and now owned by National Student Clearinghouse), and currently operates nine statewide data collection systems. In all, we have implemented more than two dozen statewide information system projects. Our content experts have occupied leadership positions in education standards organizations such as the Schools Interoperability Framework (SIF), the Postsecondary Electronic Standards Council (PESC), the National Center for Education Statistics' National Forum on Education Statistics, as well as in professional organizations such as the American Educational Research Association. ESP personnel have advised local school districts, all 52 state education agencies and the extraterritorial jurisdictions, and the U.S. Department of Education on the practice of PK-12 school data management.

We are nationally recognized as leading experts in understanding the data and technology implications of the No Child Left Behind Act (NCLB), the recent Every Student Succeeds Act

(ESSA), *EDFacts*, Schools Interoperability Framework (SIF), and Ed-Fi. We have also focused on the need for and requirements to implement P20W education data systems. ESP's experience with best practices for designing, building, and managing education data systems was a significant factor in our winning, along with our partner AEM Corporation, the U.S. Department of Education's five-year contract for State Education Information Support Services (ED-PEP-10-R-0058) to provide technical assistance to all states in support of their longitudinal data systems for the improvement of *EDFacts* federal reporting. *EDFacts* is a particular area of expertise for ESP. We have assisted numerous states directly in the preparation and submission of their *EDFacts* data to USED's *EDFacts* system. From this experience, ESP has led the effort to create the *EDFacts* Shared State Solution (ES3) for partnering states to leverage jointly developed applications to increase efficiency, productivity, and data quality.

Since 1993, we have focused on delivering quality data into the hands of decision makers. We provide consulting services for information systems architecture planning and large-scale implementations. We also develop products and services for improved quality, collection, confidentiality, recovery, accessibility, and state and federal reporting. Our collective expertise is represented in our Optimal Reference Guides and Books. Recent timely topics such as growth models and action reports have joined our traditional papers on data warehouses and project management, and balance the thought-provoking "Reinventing Data Standards...Again," "Data-Driven Decision Making 2016," "FERPA: Catch 1 through 22," and "Why Eva Baker Doesn't Seem to Understand Accountability." For our complete library of Optimal Reference Guides, Optimal Reference Books, and other education related resources, please visit <http://www.espsolutionsgroup.com/espweb/library.html>.

The ESP Team has historical and deep understanding of both the technical maturation and evolving usage of longitudinal data systems in the P20W. Our diverse clients have provided us a rich opportunity for hands-on work experience with a full range of data sources. Our ESP Team has personally visited every state education agency multiple times. We have executed contracts in almost every state to gain a broader appreciation for the diversity and necessity to customize a solution to each environment and requirements set. During 2017, we currently have active contracts with 16 state education agencies. We have been the prime contractor and project manager for five statewide student identifier implementations, two with the use of a SIF student locator framework. Another distinguishing expertise ESP offers is our depth of experience in specifying requirements for data systems. The Montana Office of Public Instruction, Education Service Center Region 10 (Texas, 737,000 students, 80 districts), Natrona Public Schools (State), Idaho Department of Education, Missouri Department of Elementary and Secondary Education, Alaska Department of Education and Early Development, and State Education Agency all have longitudinal data systems with which ESP experts have partnered significantly in the development of requirements.

ESP's State Report Manager™ (SRM) software collects teacher/student/class data for four states, and was selected to ensure data quality in the ETL process for Tennessee's Race to the

Top Project. SRM has been used by the Wyoming Department of Education since 2005 to collect data from school districts, as well as by the Missouri Department of Elementary and Secondary Education, the Alaska Department of Education and Early Development, the Idaho Department of Education, and the Arizona Department of Education. SRM's companion product, VRF (Vertical Report Framework), manages ESP's state reporting contracts in four states: Connecticut, Iowa, Ohio, and Utah.

DataSpecs®, ESP's premiere metadata management product that also creates and maintains statewide course numbering systems (CourseWalk™), is in production in about a dozen states, including Alaska, Idaho, Pennsylvania, Montana, Oklahoma, Colorado, and Wyoming. CourseWalk has been used in Wyoming, Arizona, and Alaska. No other company has developed a comparable product, particularly with the capability to manage statewide course numbering systems. These products and our content experts' involvement with the continuing development of national standards for education data and interoperability keep ESP at the forefront of this fast-paced industry.

Visit Us on the Web:



www.espsolutionsgroup.com



www.DataSpecsCentral.com



www.espStateReporting.com



www.ES3Facts.info



www.espProcurements.com



www.EDTECHdocs.info



www.ARNIEdocs.com



Twitter: @espsg



Facebook: facebook.com/espsolutionsgroup

Contact ESP at 512-879-5300 or info@espsg.com

5.2 References

Missouri Department of Elementary and Secondary Education (DESE)	
Contact Name:	Kim Oligschlaeger
Project Name:	Missouri ES3, MOSIS SRM, and Missouri Comprehensive Data System (MCDS)
Contact Address:	205 Jefferson Street, Jefferson City, MO, 65101
Contact Phone Number:	(573) 751-3543
Contact Email Address:	kim.oligschlaeger@dese.mo.gov
Start Date of Engagement:	September 2006 (MOSIS SRM), February 2011 (MCDS), July 2013 (ES3)
End Date of Engagement:	Current
Approximate Cost of the Project:	\$2 million (MOSIS SRM), \$2.5 million (MCDS), \$95,000 (ES3/EDFacts)
Description of Service(s):	<p>ESP has guided Missouri through the planning, design, and development stages of their state education information system. This process has resulted in the Missouri Department of Elementary and Secondary Education’s MOSIS State Report Manager (SRM) data collection system and the Missouri Comprehensive Data System (MCDS) P-20 state longitudinal data system.</p> <p>In 2008, Secretary of Education Margaret Spellings stated, "Missouri is helping raise the bar by setting high standards and developing a strong data system that honestly and accurately looks at student achievement and helps target federal resources to serve the neediest students."</p> <p>The primary objective of MOSIS from the beginning was to collect data more effectively, efficiently, and in a manner that was optimized for decision-making while meeting mandated reporting requirements. The results of ESP's engagement in Missouri has led to faster turnaround times to collect and certify data for state and Federal reporting and improved data quality and increased reliance on collected data throughout the State.</p> <p>Results:</p> <ul style="list-style-type: none"> • The creation and maintenance of a new unit level data collection system for Missouri using SRM. • The transformation of collected unit data into aggregate data that seamlessly feeds Missouri’s existing data system. • Moved 522 school districts, 35 charter schools and 3 state board operated programs from sending low quality aggregated data to sending high quality unit level data in which Missouri was able to aggregate into the data needed for reporting. <p>In 2011 ESP was selected to design and develop the Missouri Department of Elementary and Secondary Education’s state longitudinal data system known as MCDS. ESP is in the process of implementing Missouri’s P-20 the Insight Warehouse data warehouse and reporting system. The project also includes ESP’s DataSpecs metadata dictionary and ES3 EDFacts reporting system.</p>

Idaho State Department of Education	
Contact Name:	Todd King
Project Name:	Idaho System for Education Excellence (ISEE)
Contact Address:	650 West State St, PO Box 83720, Boise, ID 83720-0027
Contact Phone Number:	(208)332-6937
Contact Email Address:	tking@sde.idaho.gov
Start Date of Engagement:	June 2008
End Date of Engagement:	In Progress
Approximate Cost of the Project:	\$920,000
Description of Service(s):	ESP conducted a site review and developed a proposed system architecture design for ISDE. ESP wrote Idaho's successful SLDS grant application. ESP developed the design for ISDE's ISEE monthly student, staff, course, discipline, special education and gifted student data collections. ESP continues to maintain and conduct this on-going data collection process. Idaho is also an ES3 partner agency.

Additional references available upon request.

5.3 Resumes of Key Staff

Kathleen Browning

PROFESSIONAL EXPERIENCE

ESP Solutions Group, Inc.

Product Manager (2016 – Present)

Ms. Browning is ESP's foremost expert on product management. Her responsibilities include: project design and direction; data analysis; and strategy for local, state, and federal education agencies. As a Product Manager, she provides leadership and planning direction for projects that include data warehousing, data inventory, Ed-Fi, and data collection and reporting.

Ms. Browning has over 15 years of experience in the Education space; 10 years collecting Texas Education (K-12) data at a state level as well as over 5 years collecting data at the student, school and district level. Worked extensively collecting data from different vendors' Student Information Systems, Staff Information Systems and District Information Systems. Part of the team who trained dozens of administrators, principals and teachers in using the Ed-Fi Student Dashboards.

Ms. Browning serves as the product manager for ESP's DataSpecs® metadata dictionary tool, the *EDFacts* Shared State Solution™, and Ed-Fi implementation. DataSpecs manages an agency data dictionary and links to national standards for content mapping and alignment review, such as the Data Handbooks, SIF, *EDFacts*, and CEDS. The *EDFacts* Shared State Solution and Ed-Fi Solutions have common tables and routines for generating *EDFacts* submissions from a set of standardized staging tables.

Recent Client Projects

- Product Manager, Delaware Department of Education
 - DataSpecs Data Dictionary Implementation
- Product Manager, Missouri Department of Elementary and Secondary Education
 - *EDFacts* Reporting Project
- Product Manager, South Dakota Department of Education
 - *EDFacts* Automated Reporting System Manager
- Product Manager, U.S. Virgin Islands
 - *EDFacts* Reporting Project
- Product Manager, Wyoming Department of Education
 - Ed-Fi Dashboard Implementation
 - DataSpecs Data Dictionary Implementation
 - *EDFacts* Reporting Project

Double Line Partners (July 2013 – October 2015)

Director, Manager, Project Technical Lead

Oversaw multiple Ed-Fi Dashboard Implementations from initial requirement gathering phase thru production implementation and production support. Led ETL development team to design, code, test and implement quality software. Once in support, focus shifted to triage – assigning and monitoring issues as they arose, working closely with client teams to ensure satisfaction. Worked in collaboration with the Project Manager and Team Lead to support their project resource allocation, timelines, deliverables and budget, for specific projects, and worked with organization leadership to ensure overall strategic objectives in these areas were being met. Identified and communicated technical risks and obstacles for project completion, discussing the risks with other management team members to garner the attention and resources necessary to address any risks. Assisted with story (task) identification, documentation, and progress management. Oversaw development of ETL best practice processes and procedures to make sure the DLP methodology is consistent within the ETL population. Built training

documentation and led onsite knowledge transfer sessions for technical training during transfer of projects from DLP to the client.

Double Line Partners (July 2010 – July 2013):

Senior Systems Engineer

Through the multi-state vendor engagement project, worked with Student Information System (SIS) vendors coordinating and assisting with their submission issues as well as helped them submit valid and accurate data. Led the effort to build internal metadata databases for documenting various data artifacts and the required data elements for populating the Ed-Fi dashboards. As project lead for the Texas Student Data System (TSDS) Limited Production Release (LPR) implementation, performed some of the initial data mapping for the project, then trained and led a team of ETL developers on loading district data and coding dashboards packages for five of the districts that joined the project. Worked closely with the four vendors that participated in the LPR on mapping their student and staff data into the Ed-Fi schema to power dashboards. Served as lead for the multi-year TSDS - LPR Production support phase, supporting district clients on day to day basis on dashboard functionality and ETL issues, developing or modifying SSIS ETL packages and SQL Server database artifacts as needed to refine code base.

Texas Education Agency (Feb 2000 – July 2010):

Senior Software Developer

Led mainframe programming staff on several education data projects at the Texas Education Agency (TEA), including PEIMS Maintenance, PEIMS PID Replication and PEIMS Mainframe Migration. Collected Texas Education data from over 1,200 school districts across the state of Texas. Managed the PEIMS Data collection software releases and production support. This data was collected four times a year: Fall, Mid-Year, Summer and Extended Year. Over a ten-year span, led a small team of developers in the full development life cycle: requirements gathering, estimation, software design and implantation, testing and documentation for all legislative changes. Developed batch aggregation software that powered the PEIMS Maintenance databases which were then utilized by the entire agency. Coordinated with other TEA departments in utilizing the PEIMS data as an integral part of their department's business processes. Vital team member in the architectural redesign of the PEIMS Mainframe Migration project which replaced all PEIMS mainframe Ideal software with Data Stage software. Led the documentation efforts of all existing PEIMS software and the parallel Test Drive methodology efforts to verify all new software produced an exact data replica of the retiring software.

EDUCATION

B.A. in Business Administration – Management Information Systems (Texas A&M University)

PROFESSIONAL TRAINING

Supervisory and Management Skills Administration Division Training for First Line Supervisors
Leadership Development Program, Southwest Texas State University School of Business

TECHNICAL PROFICIENCY

Microsoft SQL Server Integration Services (SSIS), SQL, Altova Mission Kit (XML Spy, XML Mapforce), GitHub, TeamCity Professional (build management), IBM Information Server 8.1, DB2, MSSQL Server, Windows, Ideal (programming language), COBOL and CICS/VS with BMS mapping functions.

Darrell M. Prather

PROFESSIONAL EXPERIENCE

ESP Solutions Group, Inc.

Data Analyst (1999 – Present)

Mr. Prather leads ESP's *EDFacts* initiative. He is in charge of the data mapping, data transformations, and reporting for all of ESP *EDFacts* clients. He conducts in-depth analysis of upcoming *EDFacts* system changes and documents the impact to the current data collection requirements. He documents authoritative data sources for all the *EDFacts* submissions. He performs extensive analysis of client's raw data for suitability for *EDFacts* reporting. He documents the data issues and works with the client to ensure a timely resolution. He coordinates with clients to fulfill additional data requests for the Office of Special Education Programs (OSEP), Consolidated State Performance Report (CSPR), and Common Core of Data (CCD) data collection/edits efforts. He also assists clients with various *ad hoc* data request such as Standard and Poor's (S&P).

Mr. Prather works with DataSpecs clients to provide information technology support. He specializes in the areas of data standards, collection, analysis, and on-line access of data for reporting purposes.

Mr. Prather also performs routine maintenance and administration for web servers/software (Windows and LINUX); installs, maintains, and configures server software applications and utilities; provides extensive off-site user support and consulting for supported software; and installs, maintains, and configures in-house PC applications and utilities.

Recent Client Projects

Analyst, North Carolina *EDFacts* Reporting

Analyst, Louisiana *EDFacts* Reporting

Analyst, New Hampshire *EDFacts* Reporting

Analyst, Delaware *EDFacts* Reporting

Analyst, Statewide Tools for Teaching Excellence – documenting Texas school districts' capacity to collect, clean, and provide data required for measuring leading (and lagging) indicators

U.S. Department of Agriculture (USDA) / National Agricultural Statistics Service (NASS) / Federal Supply Service (FSS)

Systems Analyst (1997 – 1999)

Mr. Prather designed, developed, and maintained the NASS Intranet for the U.S. Department of Agriculture. Other responsibilities related to the NASS Intranet included: performing routine maintenance and administration on Intranet servers and software; installing, maintaining, and configuring Intranet-based software applications and utilities; designing and enhancing web graphics used on the Intranet; developing and implementing various Intranet applications such as phone directories, feedback surveys, and glossaries; and he provided Intranet technical support to various organizational units and individuals.

Mr. Prather also provided extensive technical consulting for supported software throughout the agency. He installed, maintained, and configured DOS, Windows 3.1, Windows 95, LINUX, and LAN-based applications and utilities. He designed and maintained databases on Windows (dBASE) and LINUX (MySQL) platforms.

Mr. Prather evaluated and recommended operating systems and software such as; Intranet operating systems (LINUX and AIX); search engines (ht:/Dig); Intranet SQL software (MySQL); and scripting languages (PHP). He coordinated and participated in regional and national training (BLAISE and Dreamweaver).

Systems Support/Junior Network Administrator (1993 – 1997)

Mr. Prather's responsibilities included: providing technical assistance to end-users; installing, configuring, and supporting server and workstation hardware; performing maintenance and administration on a Novell NetWare

network; developing and documenting end-user applications and utilities; conducting end user training on NASS software; evaluating and recommending system changes to in-house systems; and developing and implementing computer programs for trade shows using BORLAND DELPHI.

TECHNICAL PROFICIENCY

Database Environments: Microsoft SQL Server and MYSQL

Programming Languages: FoxPro, ASP, and PHP

EDUCATION

M.Ed. in Agriculture – Southwest Texas State University (1989)

B.S. in Agriculture – Southwest Texas State University (1987)

Glynn D. Ligon, Ph.D.

PROFESSIONAL EXPERIENCE

ESP Solutions Group, Inc.

President and Chief Executive Officer (1993 – Present)

Dr. Ligon is the founder of ESP Solutions Group, Inc., a leading P20W education data management firm. He is responsible for the overall strategic direction and operational performance of the company. He has a comprehensive view of the current state and future potential of the entire P20W data ecosystem. He understands how campus, district, state, and federal education technologies are related; and how state agencies share their data in longitudinal data systems.

His client-facing responsibilities include the executive management of the specification, design, development, and management of longitudinal data systems; although his expertise allows him to become personally involved in these activities whenever possible. Dr. Ligon is professionally trained and experienced in content areas such as psychometrics; value-added methodologies; academic growth models; confidentiality and reliability techniques; and key performance metrics and indicators. His clients have included the U.S. Department of Education, most state education agencies, Race to the Top partnership state agencies, many local education agencies, and key private companies that serve the education market.

When Dr. Ligon was with the Austin Independent School District, his evaluation team implemented a value-add assessment system in the 70's and 80's; his IT team began delivering electronic student transcripts in the 80's; his assessment team developed local graduation exams in the 80's; and his decision support team reported benchmarked key performance indicators in the 90's. These innovative and leading-edge approaches moved him into leadership positions in regional and national associations; and in 1993 led to his founding of ESP Solutions Group, Inc.

With ESP, Dr. Ligon has worked in the lead of national efforts to standardize data definitions through contracts with the U.S. Department of Education and individual states. ESP's premier metadata dictionary product, DataSpecs[®], reflects his vision for documenting an agency's data standards and mapping them to all existing national standards. Dr. Ligon and ESP have worked on the development of all of the national standards (e.g., NCES Handbooks, Schools Interoperability Framework, National Education Data Model, ED*Facts*, Common Education Data Standards, Postsecondary Electronic Standards Council). Using these standards, he and ESP have created enterprise metadata dictionaries for more than 30 states and districts.

A major goal and accomplishment of his in Austin was the reduction of the data collection burden for schools. With ESP, Dr. Ligon worked with his development team and clients to implement fully the concept of a management system for state reporting to improve data quality and cycle time. ESP's product that accomplishes this is State Report Manager[™].

Data warehouses, longitudinal data systems, and business intelligence systems have all been specified, designed, and implemented under his executive direction. He is considered a national expert in improving data-driven decision making at the local, state, and national levels. In 2000, Drs. Ligon and Clements conducted a series of activities on best practices for education decision support systems for the Office of the Chief Information Officer of the U.S. Department of Education. Examples of other recent activities include integration of analyses from large-scale databases with graphical web-delivery systems, development of data standards to improve quality within information systems, and consultation with the state education agencies on building longitudinal data systems.

Dr. Ligon envisioned and led the successful development of the National Transcript Center, Incorporated, which was purchased from ESP by Pearson in 2009. NTC created and deployed a methodology and technology for the electronic exchange of education records.

Austin Independent School District
Executive Director, Department of Management Information (1985 – 1993)

Dr. Ligon was responsible for managing the activities of the Department of Management Information. He served on the Superintendent's Cabinet and provided coordination and efficiency among the District's offices, collecting, analyzing, and reporting information. He directed the activities within six major areas: 1) research, evaluation and student testing; 2) student records, eligibility, transfers, and District elections; 3) systems and applications computer programming; 4) computer operations and production; 5) telecommunications for voice, data, and video transmissions; 6) and planning and projections for student enrollment and facility use.

Director, Office of Research and Evaluation (1983 – 1985)

Dr. Ligon was responsible for providing AISD with information for the improvement of instructional programs. He supervised federally and locally funded project evaluations. He prepared, administered, and reviewed various budgets under which the office is funded. He recruited, screened, and hired competent personnel. He supervised all research activities conducted in the District by external agencies. He acted as a general consultant to the AISD staff in all phases of evaluation. He served as official liaison between the public, the media, and the District.

Senior Evaluator (1972 – 1983), Austin I.S.D. and Edgewood I.S.D.

Dr. Ligon evaluated programs such as system-wide testing, compensatory education, the Title VII bilingual program, the ESEA Title VII bilingual project, and the ESEA Title I program

Edgewood I.S.D.

Elementary Remedial Reading Resource Teacher (1969 – 1972)

Mission I.S.D. (Texas)

Grade 4-6 Teacher, Wilson Migrant Elementary School (1969 – 1972)

Adult Basic Education, English for Native Spanish Speakers (1972 – 1972)

Intern, Teacher Corps (1969 – 1971)

EDUCATION

Ph.D. in Educational Psychology – The University of Texas at Austin (1980)

M.A. in Psychology and Education – Texas A & M University (1971)

B.A. in Psychology – Baylor University (1969)

PUBLICATIONS AND PAPERS

Dr. Ligon has written over 30 education technology white papers for ESP Solutions Group, available at www.espsolutionsgroup.com/resources.php. He was also asked to write one of the cornerstone components of the **2005 National Education Technology Plan**, submitted by the U.S. Department of Education, available at <http://www.ed.gov/about/offices/list/os/technology/plan/index.html>

An extensive list of evaluation papers, presentations, and other publications are available upon request.

PROFESSIONAL ORGANIZATIONS

American Educational Research Association,

Vice President (1991 – 1993)

Division H, Pre Post Press Editor (1988 – 1990)

Division H, Public School Evaluation, Program Chair (1987)

Southwest Educational Research Association, President (1990 – 1991); President Elect;

Program Chair (1989 – 1990); Secretary (1987 – 1989)

Directors of Research and Evaluation of Large City Schools, Chair (1989)

Texas Joint Urban Evaluation Council, Chair (1987 – 1989 and 1991 – 1993)

National Association of Test Directors, Board Member (1989 – 1993)

PROFESSIONAL APPOINTMENTS

Evaluation Review Panel, United States Department of Education (1992 – 2002)

Campus Leadership Team, Anderson High School (1994 – 1996)

National Education Goals Panel, Data Definition Task Force (1993 – 1995)

National Center for Education Statistics Interstate Student Records Transfer Task Force (1989 – 1993)

Annual Texas Testing Conference, Planning Committee (1986 – 1988); Steering Committee (1988 – 1993)

Science Academy of Austin Advisory Board (1988 – 1993)

Cooperative Education Data Collection and Reporting Standards Task Force (1990)

Information Systems Advisory Committee, Texas Education Agency (1988 – 1990)

Commissioner's Advisory Committee for Research & Evaluation (Texas Education Agency), Chair (1988 – 1990)

Council of Chief State School Officers Steering Committee, National Assessment Planning Project (1988 – 1989)

Research and Development Center Committee on Collaboration, University of Texas (1989)

Steering Committee for the Community Needs Assessment for Travis County, City of Austin, and the United Way;

Chair of the Technical Advisory Committee (1988)

6 Attachment A – SEA Data Sources

Information provided by the SEA for each data source:

- a. The data provider/steward and contact information
- b. The name, type, and format of the data file
- c. The location of the data file and the process for ESP to access the file

Software License Agreement

ED Facts Shared State Solution

*This software license agreement describes how the **ED Facts Shared State Solution** will be provided and maintained for participating state education agencies by ESP Solutions Group, Inc. The software is available at no fee under the conditions described herein. The purpose of this free sharing is to assist states in the efficient compliance with federal reporting and to enhance the availability of comparable data within the ED Facts system.*

THIS SOFTWARE LICENSE AGREEMENT ("Agreement") is made and entered on **September 1, 2017** (the "Effective Date") by and between ESP Solutions Group, Inc., ("ESP") a Texas corporation having offices at 8627 North Mopac, Suite 400 Austin, TX 78759, and **State Department of Education** ("Licensee"), located at **XXXY** ("You," the "Licensee").

RECITALS

- A.** ESP is the owner of, or has acquired rights to, the Software and Documentation (as defined below).
- B.** ESP desires to grant to Licensee and Licensee desires to obtain from ESP a nonexclusive license to use the Software and Documentation solely in accordance with the terms and on the conditions set forth in this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

Preamble

ESP holds the copyright on the core of the ED Facts Shared State Solution. You must abide by the terms of this license or your right to use the software will be revoked.

Within this license, ESP is granting You the right to:

- Use the software for any purpose,
- Change or modify the software to suit your needs,
- Share the software with other states, and
- Share your modifications with other states.

In return, You must:

- Provide ESP with contact information for whom You share this Program and

- Provide ESP with details of any modifications You make and share with others. You do not have to notify ESP about changes You make for Your own use.

1 Definitions

“The Program” refers to the ED*Facts* State Shared Solution and any copyrightable component licensed under this License. “Licensees” and “recipients” may be individuals or organizations.

To “modify” a work means to copy from or adapt all or part of the work in a fashion requiring copyright permission, other than the making of an exact copy. The resulting work is called a “modified version” of the earlier work or a work “based on” the earlier work.

A “covered work” means either the unmodified Program or a work based on the Program.

To “propagate” a work means to do anything with it that, without permission, would make You directly or secondarily liable for infringement under applicable copyright law, except executing it on a computer or modifying a private copy. Propagation includes copying, distribution (with or without modification), and making available to the public.

To “convey” a work means any kind of propagation that enables other parties to make or receive copies. Mere interaction with a user through a computer network, with no transfer of a copy, is not conveying

The “source code” for a work means the preferred form of the work for making modifications to it. “Object code” means any non-source form of a work.

The “core product” is code that creates the staging databases and submission files; maintained by ESP under the Software License Agreement and the Support and Maintenance Agreement.

The “system and feature upgrades” are functions added after an SEA signs its Software License Agreement.

The “Partner Association” means the group of SEAs signing Support and Maintenance Agreements and sharing system and feature upgrades.

The “technical support” is development consulting specific to an individual SEA’s needs. The “product enhancements” are system and feature upgrades.

The “defect fixes” are core product code corrections.

A “new feature request” is a system and feature request by an SEA beyond a defect fix.

The “configuration services” are installing ES3 into an SEA’s technical environment.

A “technical environment” means the local IT environment at an SEA.

The “implementation services” are tasks including configuration, ETL, and consulting related to the initial annual cycle of ES3 for an SEA.

The “new or changed ED*Facts* data sources” are source data that require modifications to existing ETL or new ETL. The modifications or new ETL may be either as a consequence of new ED*Facts* submissions or changes to submissions, or as a consequence of changes in local SEA data sources.

The “managing partner” is ESP.

An “annual cycle of submission files” is defined by USED as one school year of submission files.

The “local ETL process” is moving source data from SEA locations into ES3 staging databases.

2 Grant of Rights

All rights granted under this License are granted for the term of copyright on the Program, and are irrevocable provided the stated conditions are met. This License explicitly affirms your unlimited permission to run the unmodified Program. The output from running a covered work is covered by this License only if the output, given its content, constitutes a covered work. This License acknowledges your rights of fair use or other equivalent, as provided by copyright law.

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You must provide ESP with the contact information of anyone to whom You convey verbatim copies.

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You may convey a work based on the Program, or the modifications to produce it from the Program, in the form of source code under the terms of section 3, provided that You also meet all of these conditions:

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A compilation of a covered work with other separate and independent works, which are not by their nature extensions of the covered work, and which are not combined with it such as to form a larger program, in or on a volume of a storage or distribution medium, is called an “aggregate” if the compilation and its resulting copyright are not used to limit the access or legal rights of the compilation's users beyond what the individual works permit. Inclusion of a covered work in an aggregate does not cause this License to apply to the other parts of the aggregate.

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“Installation Information” means any methods, procedures, authorization keys, or other information required to install and execute modified versions of a covered work from a modified version of its Corresponding Source. The information must suffice to ensure that the continued functioning of the modified object code is in no case prevented or interfered with solely because modification has been made.

If you convey an object code work under this section and the conveying occurs as part of a transaction in which the right of possession and use of the User Product is transferred to the recipient in perpetuity or for a fixed term (regardless of how the transaction is characterized), the Corresponding Source conveyed under this section must be accompanied by the Installation Information.

The requirement to provide Installation Information does not include a requirement to continue to provide support service, warranty, or updates for a work that has been modified or installed by the recipient, or for the User Product in which it has been modified or installed. Access to a network may be denied when the modification itself materially and adversely affects the operation of the network or violates the rules and protocols for communication across the network.

Corresponding Source conveyed, and Installation Information provided, in accord with this section must be in a format that is publicly documented (and with an implementation available to the public in source code form), and must require no special password or key for unpacking, reading or copying.

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“Additional permissions” are terms that supplement the terms of this License by making exceptions from one or more of its conditions. Additional permissions that are applicable to the entire Program shall be treated as though they were included in this License, to the extent that they are valid under applicable law. If additional permissions apply only to part of the Program, that part may be used separately under those permissions, but the entire Program remains governed by this License without regard to the additional permissions.

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10 ESP Modifications

ESP will occasionally provide error corrections, bug fixes, patches, or other updates to the Program in both object and source code format.

You may, from time to time, request that ESP incorporate certain features, enhancements, or modifications to the Program. ESP may, in its sole discretion, undertake to incorporate such changes and distribute the Program so modified to any or all of the Licensees. ESP may charge a fee to make the modifications requested or provide a requested service.

All such error corrections, bug fixes, patches, updates or other modifications will become the copyright property of ESP and are subject to the terms of this license agreement. That is, whether You paid for them or not, they will become freely available to other users of the Program.

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License. If You cannot convey a covered work so as to satisfy simultaneously your obligations under this License and any other pertinent obligations, then as a consequence You may not convey it at all. For example, if You agree to terms that obligate You to collect a royalty for further conveying from those to whom You convey the Program, the only way You could satisfy both those terms and this License would be to refrain entirely from conveying the Program.

12 Disclaimer of Warranty

THERE IS NO WARRANTY FOR THE PROGRAM, TO THE EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT WHEN OTHERWISE STATED IN WRITING THE COPYRIGHT HOLDERS AND/OR OTHER PARTIES PROVIDE THE PROGRAM “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PROGRAM IS WITH YOU. SHOULD THE PROGRAM PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

13 Limitation of Liability

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14 Interpretation of Sections 12 and 13

If the disclaimer of warranty and limitation of liability provided above cannot be given local legal effect according to their terms, reviewing courts shall apply local law that most closely approximates an absolute waiver of all civil liability in connection with the Program, unless a warranty or assumption of liability accompanies a copy of the Program in return for a fee.

The following have been duly notified of the scope of this software license agreement and agree to its content.

ESP Solutions Group, Inc.**State Department of Education**

Name

Name

Signature

Signature

Title

Title

Date

Date

EXHIBIT A

Support and Maintenance Agreement

EDFacts Shared State Solution (ES3)

SELF-HOSTING END USER

This Agreement, dated **September 1, 2017** between **State Department of Education** (“Licensee”), located at **XYXY**, and **ESP Solutions Group, Inc. (ESP)**, with its address at 8627 N. Mopac Expressway, Suite 400, Austin, TX 78759, describes the terms and conditions under which ESP will provide EDFacts Shared State Solution (ES3) support and maintenance for the State Department of Education (“Licensee”).

ESP Solutions Group’s Software Support and Maintenance Agreement provides system and feature upgrades to the core product that are developed for other ES3 clients under contract to ESP or who have contributed their compliant code to the ES3 Partnership, as well as technical support.

Specifically, this Software Support and Maintenance Agreement provides:

- Standard product enhancements - added to the core product
- Defect fixes - added to the core product
- Updates to the ETL to accommodate new or changed EDFacts data sources required by modifications to USED’s EDFacts requirements

This Software Support and Maintenance Agreement does **not** provide:

- Fulfillment of new feature requests
- ES3 Configuration Services for the SEA’s technical environment changes
- ES3 Implementation Services for new or changed SEA EDFacts data sources

New features and requests for changes to existing features will require the processing of an ESP change order request document (change severity to be determined on a case-by-case basis utilizing ESP’s QPM Change Management Process). New functionality requests can also potentially generate a change order.

Via the annual Software Support and Maintenance Agreement, ESP will also continue to provide:

- Offsite/remote technical assistance for designated staff,
- Updated versions of ES3, and
- Updates to online help functionality.

EXHIBIT A

(Continued)

Support and Maintenance Agreement

EDFacts Shared State Solution (ES3)

Software and Consideration

Description of Software	ESP Solutions Group's EDFacts Shared State Solution (ES3)
Initial License Fees	\$90,100 - Covered under State Department of Education and Contract #
Term of Annual Support and Maintenance Agreement	9/1/17 – 8/31/18 and then renewable annually or based upon the SEA's FY.
Annual Support and Maintenance Agreement Fees	<p>Payable at the beginning of Support Year 1 - \$15,000 for ES3 Annual Support and Maintenance. In each subsequent support year, ES3 maintenance will be subject to a nominal annual increase. Annual fees may increase if significant modifications are made to either the EDFacts reporting system or related USED Federal reporting requirements. Pre-paid Support and Maintenance fees include the following:</p> <ul style="list-style-type: none"> • In ES3 Year 2 (Support Year 1) upon receipt of source data documentation, ESP will complete any submission ETL not completed during ES3 Year 1. <p>In ES3 Year 3 (Pre-paid Support Year 2) upon receipt of source data documentation, ESP will complete any submission ETL not completed in ES3 Years 1 and 2. This effort will be at a pre-paid TBD rate.</p>
Termination Provisions	<p>Licensee may terminate this license agreement by notifying ESP within 60 days of the end of an annual support and maintenance period. Failure to pay a subsequent annual fee within 30 days of the start date of a new period will terminate this license agreement.</p>
Requirements for Installing and Configuring ES3	<p>ESP requires access to a workstation in the client environment. The workstation must include:</p> <ul style="list-style-type: none"> ○ VPN access, ○ Port 80 open to access ESP's TFS and the internet, ○ Word and Excel installed, ○ SQL Server Data Tools (free with SQL Enterprise), and ○ SQL Management Studio. <p>ESP requires access to the client's IIS Web Server ES3 application folder in order to update the ES3 web app.</p> <ul style="list-style-type: none"> ○ If this access is not provided, any time expended related to this effort will be charged the hourly configuration rate. <p>ESP requires a SQL account with</p> <ul style="list-style-type: none"> ○ Read access to all EDFacts Source Systems ○ Read/Write and admin privileges on the client EDFacts database ○ Read/Write access to the SSISDB

	<ul style="list-style-type: none"> ▪ ESP work will be restricted to an ED<i>Facts</i> SSIS Projects folder ▪ ESP requires an ED<i>Facts</i>_Admin schema in the SSISDB ▪ ESP requires the capability to deploy stored procedures and views to the ED<i>Facts</i>_Admin schema <ul style="list-style-type: none"> ○ The SQL agent must be running on the SSISDB server. • The ES3 web app comes with basic ASP.NET authentication. ESP can integrate the ES3 web app with the client’s preferred authentication method, but this additional effort will be charged the hourly configuration rate.
ES3 Configuration Services	<p>Technical or configuration services subsequent to the initial ES3 install and related to the use of ES3 are not covered by this agreement. ESP support for subsequent changes to the Agency Name technical environment that render the ES3 install unusable are available optionally at the hourly rate of \$175/hour.</p>
ES3 Implementation Services	<p>ES3 Implementation Services for new or changed SEA ED<i>Facts</i> data sources that occur after the initial contract ending August 31, 2018, are not covered by this agreement. ESP support for the loading/ETL of new or changed ED<i>Facts</i> data sources is available optionally at the hourly rate of \$150/hour.</p>

The following have been duly notified of the scope and pricing of the ES3 Support and Maintenance Agreement and agree to its content.

ESP Solutions Group, Inc.

State Department of Education

Name

Signature

Title

Date

Name

Signature

Title

Date

EDFacts Dashboards & Analytics (D&A) Solution SOFTWARE LICENSE AGREEMENT

THIS SOFTWARE LICENSE AGREEMENT ("Agreement") is made and entered into this **1st day of September, 2017** (the "Effective Date") by and between ESP Solutions Group, Inc. ("ESP"), a Texas corporation having offices at 8627 North Mopac, Suite 400 Austin, TX 78759 and the **State** Department of Education ("Licensee"), located at located at **XYXY**.

RECITALS

- A.** ESP is the owner of, or has acquired rights to, the Software and Documentation (as defined below).
- B.** ESP desires to grant to Licensee and Licensee desires to obtain from ESP a nonexclusive license to use the Software and Documentation solely in accordance with the terms and on the conditions set forth in this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. DEFINITIONS.

- 1.1.** "Documentation" shall mean all manuals, user documentation, and other related materials pertaining to the Software which are furnished to Licensee by ESP in connection with the Software.
- 1.2.** "Software" shall mean the computer programs in machine readable object code form listed in Exhibit A attached hereto and any subsequent error corrections or updates supplied to Licensee by ESP pursuant to this Agreement.

2. GRANT OF RIGHTS.

The License granted for Software under this Agreement authorizes Licensee on a nonexclusive basis to use the Software for the term described in Exhibit A. Nothing in this Agreement shall be construed as to authorize the licensee to extend the software to other jurisdictions or re-sell, offer, lend or transfer the software to other entities.

3. DELIVERY.

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3.2. DOCUMENTATION. ESP shall maintain copies of Documentation for the hosted environment available for the Licensee upon request.

4. MODIFICATIONS.

4.1. ERROR CORRECTIONS AND UPDATES. ESP will provide Licensee's software with error corrections, bug fixes, patches or other updates to the Software licensed hereunder in object code form to the extent available in accordance with ESP release schedule for a period concurrent with the term of the current contract and this license.

4.2. OTHER MODIFICATIONS. Licensee may, from time to time, request that ESP incorporate certain features, enhancements or modifications into the Software. ESP may, in its sole discretion, undertake to incorporate such changes and distribute the Software so modified to all or any of ESP licensees.

4.3. TITLE TO MODIFICATIONS. All such error corrections, bug fixes, patches, updates or other modifications shall be the sole property of ESP.

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8627 North Mopac, Suite 400
Austin, TX 78759

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8. CONFIDENTIALITY.

8.1. ACKNOWLEDGEMENT. Licensee hereby acknowledges and agrees that the Software and Documentation constitute and contain valuable proprietary products and trade secrets of ESP and/or its suppliers, embodying substantial creative efforts and confidential information, ideas, and expressions. Accordingly, Licensee agrees to treat (and take precautions to ensure that its employees treat) the Software and Documentation as confidential in accordance with the confidentiality requirements and conditions set forth below.

8.2. MAINTENANCE OF CONFIDENTIAL INFORMATION. Each party agrees to keep confidential all confidential information disclosed to it by the other party in accordance herewith, and to protect the confidentiality thereof in the same manner it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of confidential information); provided, however, that neither party shall have any such obligation with respect to use or disclosure to others not parties to this Agreement of such confidential information as can be established to: (i) have been known publicly; (ii) have

been known generally in the industry before communication by the disclosing party to the recipient; (iii) have become known publicly, without fault on the part of the recipient, subsequent to disclosure by the disclosing party; (iv) have been known otherwise by the recipient before communication by the disclosing party; or (v) have been received by the recipient without any obligation of confidentiality from a source (other than the disclosing party) lawfully having possession of such information.

8.3. INJUNCTIVE RELIEF. Licensee acknowledges that the unauthorized use, transfer or disclosure of the Software and Documentation or copies thereof will (i) substantially diminish the value to ESP of the trade secrets and other proprietary interests that are the subject of this Agreement; (ii) render ESP's remedy at law for such unauthorized use, disclosure or transfer inadequate; and (iii) cause irreparable injury in a short period of time. If Licensee breaches any of its obligations with respect to the use or confidentiality of the Software or Documentation, ESP shall be entitled to equitable relief to protect its interests therein, including, but not limited to, preliminary and permanent injunctive relief.

8.4. SURVIVAL. Licensee's obligations under this Section 8 will survive the termination of this Agreement or of any license granted under this Agreement for whatever reason.

9. WARRANTIES; SUPERIOR RIGHTS.

9.1. OWNERSHIP. ESP represents that it is the owner of the entire right, title, and interest in and to Software, and that it has the sole right to grant licenses thereunder, and that it has not knowingly granted licenses thereunder to any other entity that would restrict rights granted hereunder except as stated herein.

9.2. LIMITED WARRANTY. ESP represents and warrants to Licensee that the Software, when properly installed by ESP and used with the Designated Equipment, will perform substantially as described in ESP's then current Documentation for such Software for a period of ninety (90) days from the date of shipment.

9.3. LIMITATIONS. Notwithstanding the warranty provisions set forth in Section 9.2 above, all of ESP's obligations with respect to such warranties shall be contingent on Licensee's use of the Software in accordance with this Agreement and in accordance with ESP's instructions as provided by ESP in the Documentation, as such instructions may be amended, supplemented, or modified by ESP from time to time. ESP shall have no warranty obligations with respect to any failures of the Software which are the result of accident, abuse, misapplication, extreme power surge or extreme electromagnetic field.

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warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

9.5. DISCLAIMER OF WARRANTIES. ESP DOES NOT REPRESENT OR WARRANT THAT ALL ERRORS IN THE SOFTWARE AND DOCUMENTATION WILL BE CORRECTED. THE WARRANTIES STATED IN SECTION 9.2 ABOVE ARE THE SOLE AND THE EXCLUSIVE WARRANTIES OFFERED BY ESP. THERE ARE NO OTHER WARRANTIES RESPECTING THE SOFTWARE AND DOCUMENTATION OR SERVICES PROVIDED HEREUNDER, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF DESIGN, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, EVEN IF ESP HAS BEEN INFORMED OF SUCH PURPOSE. NO AGENT OF ESP SOLUTIONS GROUP IS AUTHORIZED TO ALTER OR EXCEED THE WARRANTY OBLIGATIONS OF ESP AS SET FORTH HEREIN.

9.6. LIMITATION OF LIABILITY. LICENSEE ACKNOWLEDGES AND AGREES THAT THE CONSIDERATION WHICH ESP IS CHARGING HEREUNDER DOES NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION BY ESP OF THE RISK OF LICENSEE'S CONSEQUENTIAL OR INCIDENTAL DAMAGES WHICH MAY ARISE IN CONNECTION WITH LICENSEE'S USE OF THE SOFTWARE AND DOCUMENTATION. ACCORDINGLY, LICENSEE AGREES THAT ESP SHALL NOT BE RESPONSIBLE TO LICENSEE FOR ANY LOSS-OF-PROFIT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE LICENSING OR USE OF THE SOFTWARE OR DOCUMENTATION. Any provision herein to the contrary notwithstanding, the maximum liability of ESP to any person, firm or corporation whatsoever arising out of or in the connection with any license, use or other employment of any Software delivered to Licensee hereunder, whether such liability arises from any claim based on breach or repudiation of contract, warranty, tort or otherwise, shall in no case exceed the actual price paid to ESP by Licensee for the Software whose license, use, or other employment gives rise to the liability. The essential purpose of this provision is to limit the potential liability of ESP arising out of this Agreement. The parties acknowledge that the limitations set forth in this Section 9 are integral to the amount of consideration levied in connection with the license of the Software and Documentation and any services rendered hereunder and that, were ESP to assume any further liability other than as set forth herein, such consideration would of necessity be set substantially higher.

10. INDEMNIFICATION.

10.1. ESP shall indemnify, hold harmless and defend Licensee against any action brought against Licensee to the extent that such action is based on a claim that the unmodified Software, when used in accordance with this Agreement, infringes a United States copyright, and ESP shall pay all costs, settlements and damages finally awarded provided that Licensee promptly notifies ESP in writing of any claim, gives ESP sole control of the defense and settlement thereof and provides all reasonable assistance in connection therewith. If any Software is finally adjudged to so infringe, or in ESP's opinion is likely to become the subject of such a claim, ESP shall, at its option, either: (i) procure for Licensee the right to continue using the Software, (ii) modify or replace the Software to make it non-infringing, or (iii) refund the fee

paid, less reasonable depreciation, upon return of the Software. ESP shall have no liability regarding any claim arising out of: (i) use of other than a current, unaltered release of the Software unless the infringing portion is also in the then current, unaltered release, (ii) use of the Software in combination with non-ESP software, data or equipment if the infringement was caused by such use or combination, (iii) any modification or derivation of the Software not specifically authorized in writing by ESP or (iv) use of third party software. THE FOREGOING STATES THE ENTIRE LIABILITY OF ESP AND THE EXCLUSIVE REMEDY FOR LICENSEE RELATING TO INFRINGEMENT OR CLAIMS OF INFRINGEMENT OF ANY COPYRIGHT OR OTHER PROPRIETARY RIGHT BY THE SOFTWARE.

10.2. Licensee shall be solely responsible for any personal injury or property damage, liability, losses, costs, or expenses proximately caused by or resulting from the negligent acts or omissions of Licensee or any of its officers, employees, subcontractors, or representatives in the performance of this agreement. ESP shall be solely responsible for any personal injury or property damage, liability, losses, costs, or expenses proximately caused by or resulting from the negligent acts or omissions of the ESP or any of its officers, employees, subcontractors, or representatives in the performance of this agreement. Nothing in this agreement will be deemed to constitute a waiver of the sovereign immunity of the territory of the State Department of Education or the Licensee, which is the **State Department of Education**.

11. INSURANCE. Licensee shall carry and maintain paid up policies for adequate products liability insurance, with ESP identified as an additional insured, and Licensee shall provide ESP with proof of all such insurance, copies of all such policies, and any renewals thereof at ESP's request.

12. DEFAULT AND TERMINATION.

12.1. EVENTS OF DEFAULT. This Agreement may be terminated by the non-defaulting party if any of the following events of default occur: (i) if a party materially fails to perform or comply with this Agreement or any provision hereof; (ii) if either party fails to strictly comply with the provisions of Section 9 (Confidentiality) or makes an assignment in violation of Section 13 (Non-assignability); (iii) if a party becomes insolvent or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; (iv) if a petition under any foreign, state, or United States bankruptcy act, receivership statute, or the like, as they now exist, or as they may be amended, is filed by a party; or (v) if such a petition is filed by any third party, or an application for a receiver is made by anyone and such petition or application is not resolved favorably within ninety (90) days.

12.2. EFFECTIVE DATE OF TERMINATION. Termination due to a material breach of Sections 2 (Grant of Rights), 5 (Copies), 7 (Protection of Software), or 8 (Confidentiality) shall be effective on notice. In all other cases, termination shall be effective thirty (30) days after notice of termination to the defaulting party if the defaults have not been cured within such thirty (30) day period.

13. NONASSIGNABILITY. Licensee shall not assign this Agreement or its rights hereunder without the prior written consent of ESP.

14. GOVERNING LAW; JURISDICTION AND VENUE. The validity, interpretation, construction, and performance of this Agreement shall be governed by the laws of the State of Texas. The Texas state courts of Travis County, Texas (or, if there is exclusive federal jurisdiction, the United States District Court for the District of Texas) shall have exclusive jurisdiction and venue over any dispute arising out of this Agreement, and Licensee hereby consents to the jurisdiction of such courts.

15. DISPUTES.

15.1 If a dispute arises under this agreement, ESP and Licensee agree to first try to resolve it with the help of a mutually agreed-upon mediator in the following location: Austin, Texas. Any costs and fees other than attorney fees associated with the mediation will be shared equally by the parties to this agreement.

15.2 If it proves impossible to arrive at a mutually satisfactory solution through mediation, we agree to submit the dispute to binding arbitration at the following location: Austin, Texas, under the rules of the American Arbitration Association. Judgment upon the award rendered by the arbitration may be entered in any court with jurisdiction to do so.

16. SEVERABILITY. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

17. MISCELLANEOUS. This Agreement and its exhibits contain the entire understanding and agreement between the parties respecting the subject matter hereof. This Agreement may not be supplemented, modified, amended, released or discharged except by an instrument in writing signed by each party's duly authorized representative. All captions and headings in this Agreement are for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. Any waiver by either party of any default or breach hereunder shall not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement as of the date first set forth above.

ESP Solutions Group, Inc.

State Department of Education

Name

Name

Signature

Signature

Title

Title

Date

Date

EXHIBIT A SOFTWARE AND CONSIDERATION EDFacts D&A SOFTWARE LICENSE AGREEMENT

Description of Software	<ol style="list-style-type: none"> 1. ESP Solutions Group’s EDFacts D&A 2. (1) Tableau Server License
Term of Initial Support and Maintenance Agreement	Beginning on September 1, 2017 and renewable annually
Number of Users	The number of user accounts authorized to access EDFacts D&A under this license is 1. Additional Tableau Server licenses may be purchased for an additional fee.
Annual Support and Maintenance Agreement Fees	<p>\$9,500 for a non-ES3 Partner \$7,000 for an ES3 Partner</p> <p>EDFacts D&A support and maintenance (S&M) fee is renewable on the anniversary date of the initial support and maintenance period. In each subsequent year support may be subject to a nominal annual increase.</p> <p>See Exhibit B –Support and Maintenance Agreement.</p>
Support and Maintenance Terms	<p>Upon receipt of Support and Maintenance payment, ESP will provide Licensee with Level 2 and 3 support and all software updates excluding new products and features.</p> <p>See Exhibit B – Support and Maintenance Agreement.</p>
Termination Provisions	Licensee may terminate this license agreement by notifying ESP within 60 days of the end of an annual support and maintenance period. Failure to pay a subsequent annual fee within 30 days of the start date of a new period will terminate this license agreement.
Data Upload Utility Requirement	<p>Client will upload EDFacts data submission files through an SSL encrypted portal, utilizing the same format as required through the current Electronic Submission System (ESS).</p> <p>Client will receive one Tableau Server license and gain access to a dedicated, secure Tableau Portal to access EDFacts D&A.</p>
Security Commitment	ESP Solutions Group ensures that all data are safe, encrypted, and only the “Agency” will have access to them.
Optional - Implementation Services	State Department of Education required EDFacts D&A implementation and data load support services are not covered by this agreement. EDFacts D&A data load support services to add new content including new or changed EDFacts data sources are available optionally at the hourly rate of \$150/hour.
Optional - Technical Configuration Services	Technical or configuration services beyond the initial EDFacts D&A configuration for the State Department of Education are not covered by this agreement. After the initial EDFacts D&A configuration by ESP, any State Department of Education required technical or systematic configuration services related to EDFacts D&A and assistance with changes to the State Department of Education environment are not covered by this agreement. EDFacts D&A Technical or Systematic configuration services are available optionally at the hourly rate of \$175/hour.

The following have been duly notified of the scope of Exhibit A – The ED*Facts* D&A Software License Agreement and agree to its content.

ESP Solutions Group, Inc.**State Department of Education**

Name

Name

Signature

Signature

Title

Title

Date

Date

EXHIBIT B Support and Maintenance Agreement EDFacts D&A

This Agreement, dated **September 1, 2017** between the **State Department of Education** (“Licensee”), located at **XYXY**, and **ESP Solutions Group, Inc. (ESP)**, with its address at 8627 N. Mopac Expressway, Suite 400, Austin, TX 78759, describes the terms and conditions under which ESP will provide EDFacts D&A support and maintenance for the **State Department of Education**.

ESP Solutions Group’s Software Support and Maintenance Agreement provides standard system and feature upgrades to the core product, as well as technical support.

Specifically, this Software Support and Maintenance Agreement provides:

- Standard product enhancements - added to the core product,
- Defect fixes - added to the core product,
- Offsite/remote technical assistance for designated staff,
- Updated versions of EDFacts D&A,

This Software Support and Maintenance Agreement does **not** provide:

- The fulfillment of new feature requests
- EDFacts D&A Configuration Services for the SEA’s technical environment changes
- EDFacts D&A Implementation Services for new or changed SEA EDFacts data sources

New features and requests for changes to existing features will require the processing of an ESP change order request document (change severity to be determined on a case-by-case basis utilizing ESP’s QPM Change Management Process). New functionality requests can also potentially generate a change order.

Support and Maintenance Terms - Upon receipt of Support and Maintenance payment, ESP will provide Licensee with Level 2 and 3 support and all software updates excluding new products and features. Level 2 support is defined as the second tier of technical support that occurs when the first line of Licensee basic support is unable to resolve an issue. Level 3 support is defined as the third tier of technical support that occurs only in extreme issues when Level 2 support is unable to resolve an advanced issue and in-depth analysis of the reported issue is required.

The following have been duly notified of the scope of this Support and Maintenance Agreement and agree to its content.

ESP Solutions Group, Inc.**State Department of Education**

Name

Name

Signature

Signature

Title

Title

Date

Date