

STATE OF TEXAS §

COUNTY OF TRAVIS §

Division Number: 215	Program Name: 21 st Century Community Learning Centers
Org. Code:	Legal/Funding Authority: 21 st CCLC
Speed Chart:	Training, Technical Assistance and Quality Assurance
Payee Name: Edvance Research Inc.	Payee ID: 1134307214
ISAS Contract #: 3193	PO #: 34585

Amendment No. 3

**AMENDMENT TO
STANDARD CONTRACT
BETWEEN
TEXAS EDUCATION AGENCY
AND**

Edvance Research Inc.
NAME OF CONTRACTOR

It is mutually understood and agreed by and between the undersigned contracting parties of the above numbered contract to amend said Contract effective **September 1, 2015** as follows:

ARTICLE II. PERIOD OF CONTRACT

TEA is exercising the option to renew the Contract **from September 1, 2015 to January 31, 2016** as allowed in the Contract term.

ARTICLE III. PURPOSE OF CONTRACT

The purpose of this Amendment is to maintain training, technical assistance, resource development, website management, program implementation monitoring, conference planning, and other required activities for the Texas 21st Century Community Learning Centers program herein detailed and incorporated in Exhibit A and Exhibit A – Attachment 1.

ARTICLE IV. PAYMENT UNDER CONTRACT

A detailed Budget, labeled Exhibit B and B – Attachment 1, is attached,

Contract Amount FY14-15:	\$ 2,766,203.00
Amendment Amount FY 16:	<u>\$ 450,000.00</u>
Contract Total:	\$ 3,216,203.00

Additional Contract Terms and Conditions required by the 84th Texas Legislative session that are different from the Terms and Conditions of the Contract dated December 13, 2013 are attached and incorporated herein.

Pursuant to Section 2252.901 of the Texas Government Code, Contractor certifies that it is not a former employee of TEA or that Contractor has not been an employee of TEA for twenty four (24) months prior to the beginning date of this contract.

Contractor must make full disclosure of intent to employ or subcontract with an individual who is a former employee/retiree of TEA. Within the first twenty four (24) months of leaving employment at TEA, a former employee/retiree selected by the Contractor for employment or subcontracting, shall not perform services on a project or fill a position that the former employee/retiree worked on while employed at TEA.

Contractor shall be an independent contractor for matters relating to this Contract. Contractor and its employees are not employees of TEA for any purpose and shall not be entitled to participate in any plan,

arrangement, or distribution by TEA pertaining to or in connection with any pension, bonus, or other benefit extended to TEA employees.

By entering into this Amendment, Contractor certifies and ensures that it utilizes and continue to utilize, for the term of the Contract, the U.S. Department of Homeland Security's E-Verify system to determine eligibility of: 1. All persons employed to perform duties within Texas, during the term of the Contract; and 2. All persons (including subcontractors) assigned by the Contractor to perform work pursuant to the Contract, within the United States of America. Contractor shall provide, upon request of the TEA an electronic or hardcopy screen shot of the confirmation number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by the Contractor, and Contractor's subcontractors, as proof that this provision is being followed.

If this certification is falsely made, the Contract may be immediately terminated, at the discretion of the state and at no fault to the state, with no prior notification. The Contractor shall also be responsible for the costs of any re-solicitation that the state must undertake to replace the terminated Contract

It is agreed and accepted by a person authorized to bind Contractor that all Terms and Conditions of this Amendment are effective commencing on the above date.

Typed Name: Don Barfield
Typed Title: President


Authorized Signature

This section reserved for Agency use.

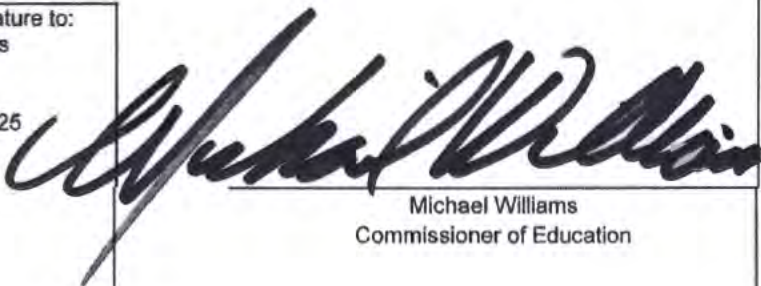
I, an authorized official of Agency, hereby certify that this contract is in compliance with the authorizing program statute and applicable regulations and authorize the services to be performed as written above.

AGREED and accepted on behalf of Agency this 7th day of October (month/year)
by a person authorized to bind Agency.

Return three (3) copies with original signature to:
Norma Barrera, Purchasing and Contracts

Texas Education Agency
1701 North Congress Avenue, Room 2-125
Austin, Texas 78701-1494

Or
Send electronic copies to:
TEAContracts@tea.state.tx.us


Michael Williams
Commissioner of Education

Revised Exhibit A
Edvance Research, Inc, Contract #3193
Description of Services – Project Tasks and Activities
From 9/1/2015 to 1/31/2016

Project Tasks & Activities	2015				2016
	Sept	Oct	Nov	Dec	Jan
Training & Outreach					
Needs Assessment & Training Plan					
Stakeholder Surveys					
Focus Groups (qtrly)					
Annual Training Plan					
Training					
Regional (Edvance staff/SMEs)					
Webinars					
Pre-recorded webinars/podcasts					
My Texas ACE Website					
Host & Maintain					
Post Training Calendar					
Add New Content					
Outreach Materials					
Print Materials (2015-2016 contract year)					
Fulfillment of materials					
TexasACE21.org maintain & update					
Conferences & Meetings					
Project Director Meetings					
OSTICON 2016 Planning					
National Dropout Prevention					
Technical Assistance					
Technical Assistance					
Grantee Coaching, Communication & Support based on Monitoring Contractor conducting Key Task Assessment					
Innovative Practice Identification					
Reporting					
Texas ACE Blueprint					
Update & Maintain Blueprint					
ACE Helpdesk					
Receive, log & respond to ACE Helpdesk requests					
Project Management					
Monthly Status Report					
Project Status Meetings					
Budget Status Reporting					
Project Schedule					

Revised Exhibit A- Attachment 1
Edvance Research, Inc, Contract #3193
Total Time and Effort and Estimated Hours by Task
From 9/1/2015 to 1/31/2016

TOTAL ESTIMATED HOURS						
Staff Labor Hours	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Total
Adams, Stephanie	48	40	40	40	40	208
Barfield, Donald	16	16	16	16	16	80
Dean, Shanya	174	174	158	158	158	822
Kuhn, Jocelyn	164	164	150	148	148	774
Nafziger, Kristin	114	128	128	128	128	626
Petty, Shawn	164	164	148	148	148	772
						-
Total Staff-est.	680	686	640	638	638	3,282
Subcontractor hours	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Total
Technical Assistance Support	140	140	140	140	140	700
Training SMEs	24	24	24	24	24	120
Total subcontractors-est.	164	164	164	164	164	820
Grand Total Hours	844	850	804	802	802	4,102

TOTAL ESTIMATED HOURS BY TASK							
Task No.	TEA 21st CCLC TASK NO.	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Total Hrs
1	Training	252	252	254	252	252	1,262
	Dean, Shanya	10	10	10	10	10	50
	Kuhn, Jocelyn	60	60	62	60	60	302
	Nafziger, Kristin	38	38	38	38	38	190
	Petty, Shawn	120	120	120	120	120	600
	Training SME	24	24	24	24	24	120
2	Conferences & Meetings	80	48	0	0	0	128
	Adams, Stephanie	16					16
	Dean, Shanya	16	16				32
	Kuhn, Jocelyn	16	16				32
	Nafziger, Kristin	16					16
	Petty, Shawn	16	16				32

3	Technical Assistance	440	440	440	440	440	2,200
	Dean, Shanya	140	140	140	140	140	700
	Kuhn, Jocelyn	80	80	80	80	80	400
	Nafziger, Kristin	60	60	60	60	60	300
	Petty, Shawn	20	20	20	20	20	100
	Tech Assist Support	140	140	140	140	140	700
4	Project Management	72	110	110	110	110	512
	Adams, Stephanie	32	40	40	40	40	192
	Barfield, Donald	16	16	16	16	16	80
	Dean, Shanya	8	8	8	8	8	40
	Kuhn, Jocelyn	8	8	8	8	8	40
	Nafziger, Kristin		30	30	30	30	120
	Petty, Shawn	8	8	8	8	8	40
	Total Hours All Tasks	844	850	804	802	802	4,102

Revised Exhibit B
Edvance Research, Inc, Contract #3193
Total Budget and Summary Budget by Task
From 9/1/2015 to 1/31/2016

TOTAL BUDGET							
<u>Expenditure code</u>	<u>Expenditure Description</u>	<u>\$42,248</u>	<u>\$42,278</u>	<u>\$42,309</u>	<u>\$42,339</u>	<u>\$42,370</u>	<u>Total</u>
6100	Payroll Costs	\$63,918	\$65,330	\$61,510	\$61,370	\$63,211	\$315,340
6200	Professional and Contracted Services	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000	\$35,000
6300	Supplies & Materials	\$3,850	\$9,350	\$3,850	\$3,850	\$4,587	\$25,487
6400	Other operating costs	\$5,858	\$4,208	\$2,008	\$2,008	\$2,049	\$16,129
6600	Capital Outlay	\$0	\$0	\$0	\$0	\$0	\$0
7000	Indirect Costs	\$11,972	\$12,828	\$10,954	\$10,932	\$11,358	\$58,044
							\$0
	Total Costs	\$92,598	\$98,716	\$85,322	\$85,159	\$88,205	\$450,000

TASK 1 Training							
<u>Expenditure code</u>	<u>Expenditure Description</u>	<u>\$42,248</u>	<u>\$42,278</u>	<u>\$42,309</u>	<u>\$42,339</u>	<u>\$42,370</u>	<u>Total</u>
6100	Payroll Costs	\$21,373	\$21,373	\$21,513	\$21,373	\$22,014	\$107,646
6200	Professional and Contracted Services	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$5,000
6300	Supplies & Materials	\$2,475	\$7,975	\$2,475	\$2,475	\$3,212	\$18,612
6400	Other operating costs	\$1,458	\$1,458	\$1,458	\$1,458	\$1,499	\$7,329
6600	Capital Outlay	\$0	\$0	\$0	\$0	\$0	\$0
7000	Indirect Costs	\$3,887	\$4,727	\$3,874	\$3,852	\$4,075	\$20,415
							\$0
	Total Costs	\$30,193	\$36,532	\$30,319	\$30,158	\$31,801	\$159,002

TASK 2 Conferences & Meetings							
<u>Expenditure code</u>	<u>Expenditure Description</u>	<u>\$42,248</u>	<u>\$42,278</u>	<u>\$42,309</u>	<u>\$42,339</u>	<u>\$42,370</u>	<u>Total</u>
6100	Payroll Costs	\$7,449	\$3,960				\$11,409
6200	Professional and Contracted Services	\$0	\$0				\$0
6300	Supplies & Materials	\$1,100	\$1,100				\$2,200
6400	Other operating costs	\$3,850	\$2,200				\$6,050
6600	Capital Outlay	\$0	\$0				\$0
7000	Indirect Costs	\$1,825	\$1,076				\$2,901
							\$0
	Total Costs	\$14,224	\$8,336	\$0	\$0	\$0	\$22,560

TASK 3 Technical Assistance							
<u>Expenditure code</u>	<u>Expenditure Description</u>	<u>\$42,248</u>	<u>\$42,278</u>	<u>\$42,309</u>	<u>\$42,339</u>	<u>\$42,370</u>	<u>Total</u>
6100	Payroll Costs	\$28,210	\$28,210	\$28,210	\$28,210	\$29,057	\$141,897
6200	Professional and Contracted Services	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$30,000
6300	Supplies & Materials	\$935	\$935	\$935	\$935	\$935	\$4,675
6400	Other operating costs	\$550	\$550	\$550	\$550	\$550	\$2,750
6600	Capital Outlay	\$0	\$0	\$0	\$0	\$0	\$0
7000	Indirect Costs	\$5,343	\$5,377	\$5,296	\$5,295	\$5,440	\$26,752
							\$0
	Total Costs	\$41,038	\$41,072	\$40,992	\$40,991	\$41,981	\$206,074

TASK 4 Project Management							
<u>Expenditure code</u>	<u>Expenditure Description</u>	<u>\$42,248</u>	<u>\$42,278</u>	<u>\$42,309</u>	<u>\$42,339</u>	<u>\$42,370</u>	<u>Total</u>
6100	Payroll Costs	\$6,886	\$11,787	\$11,787	\$11,787	\$12,141	\$54,388
6200	Professional and Contracted Services	\$0	\$0	\$0	\$0	\$0	\$0
6300	Supplies & Materials	\$0	\$0	\$0	\$0	\$0	\$0
6400	Other operating costs	\$0	\$0	\$0	\$0	\$0	\$0
6600	Capital Outlay	\$0	\$0	\$0	\$0	\$0	\$0
7000	Indirect Costs	\$1,014	\$1,746	\$1,720	\$1,720	\$1,778	\$7,978
							\$0
	Total Costs	\$7,900	\$13,533	\$13,507	\$13,507	\$13,919	\$62,364

Revised Exhibit B - Attachment 1
Edvance Research, Inc, Contract #3193
Indirect Cost Rate Calculation
From 9/1/2015 to 1/31/2016

		Costs	Eligible for G&A	G&A @ 15%***
6100	Payroll Costs	\$315,341	\$315,341	\$47,301
6200	Professional and Contracted Services			
	Technical Assistance Support	\$30,000	\$25,000	\$3,750
	Training SMEs	\$5,000	\$5,000	\$750
	Total Subs	\$35,000	\$30,000	\$4,500
6300	Supplies & Materials	\$25,487	\$25,487	\$3,823
6400	Other Operating Costs			
	Travel	\$10,492	\$10,492	\$1,574
	Other ODC	\$5,638	\$5,638	\$846
	Total ODC	\$16,129	\$16,129	\$2,419
6600	Capital Outlay	\$0	\$0	\$0
	Total Costs before Indirect	\$391,957	\$386,957	\$58,044

*** G&A Rate for 2015 is 21.90 % per Edvance Government Indirect Cost Rate Agreement
Edvance is capping the G&A rate at 15% per agreement with TEA

Contract Terms and Conditions

Contract Terms and Conditions required by the 84th Texas Legislative session that are different from the Terms and Conditions of the Contract dated September 1, 2014 and subsequent amendments.

- H. Records Retention and the Right to Audit:** Contractor shall maintain its records and accounts in a manner which shall assure a full accounting for all funds received and expended by Contractor in connection with the Contract Project. These records and accounts shall be retained by Contractor and made available for programmatic or financial audit by TEA and by others authorized by law or regulation to make such an audit for a period of not less than seven (7) years from the date of completion of the Contract Project or the date of the receipt by TEA of Contractor's final claim for payment or final expenditure report in connection with this Contract, whichever is later. If an audit has been announced, the records shall be retained until such audit has been completed.

Pursuant to Government Code, the state auditor may conduct an audit or investigation of the contractor or any other entity or person receiving funds from the state directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by the Contractor or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the Contractor or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Contractor and the requirement to cooperate is included in any subcontract it awards.

Contractor further agrees that acceptance of funds under this contract acts as acceptance for TEA to conduct an audit or investigation in connection with those funds. Contractor, subcontractors, and any entities receiving funds through this contract shall cooperate fully with TEA in the conduct of the audit or investigation, including providing all records pertaining to this contract that are requested.

- AA. Public Information:** The TEA is subject to the provisions of the Texas Public Information Act. If a request for disclosure of this Contract or any information related to the goods or services provided under the Contract or information provided to the TEA under this Contract constituting a record under the Act is received by the TEA, the information must qualify for an exception provided by the Texas Public Information Act in order to be withheld from public disclosure. Contractor authorizes the TEA to submit any information contained in the Contract, provided under the Contract, or otherwise requested to be disclosed, including information Contractor has labeled as confidential proprietary information, to the Office of the Attorney General for a determination as to whether any such information may be exempt from public disclosure under the Act. If the TEA does not have a good faith belief that information may be subject to an exception to disclosure, the TEA is not obligating itself by this Contract to submit the information to the Attorney General. It shall be the responsibility of the Contractor to make any legal argument to the Attorney General or appropriate court of law regarding the exception of the information in question from disclosure. The Contractor waives any claim against and releases from liability the TEA, its officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Contract or otherwise created, assembled, maintained, or held by the Contractor and determined by the Attorney General or a court of law to be subject to disclosure under the Texas Public Information Act.

Contractor is required to make any information created or exchanged with the state pursuant to this Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state. The TEA Project Manager will provide the specific format by which the Contractor is required to make the information accessible by the public.