

STATE OF TEXAS §
COUNTY OF TRAVIS §

Division Number: 315	Program Name: System of Great Schools Toolkit and Diagnostics
Org. Code:	Legal/Funding Authority: Rider 47, GM 841h Legislature, RFP701-17-027
Speed Chart:	
Payee Name: Mass Insight Education	Payee ID: 10433696878
ISAS Contract #: 3707	PO #: 36824

Amendment No. 02

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

Mass Insight Education and Research Institute

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, 2017 as follows:

ARTICLE II. PERIOD OF CONTRACT

TEA is exercising first renewal option (1 of 2) to renew the contract as allowed in the Contract term. The first renewal period begins September 1, 2017 ends August 31, 2018.

ARTICLE III. PURPOSE OF CONTRACT

DSSI is requesting to renew the contract with Mass Insight to conduct readiness assessments for Cohort 2 of the SGS network. Mass Insight provided service above expectations while also agreeing to lower their costs for this future work.

ARTICLE IV. PAYMENT UNDER CONTRACT

A detailed budget, labeled Attachment 1, and Task Activity Plan, Attachment 2 are attached,

Contract Amount	\$178,102.00
Amendment Amount	\$ 124,000.00
Contract Total	\$ 302,102.00

Texas Government Code §2252.901 prohibits the agency into entering into an employment contract, a professional services contract, or a consulting services contract with a former or retired TEA employee before the first anniversary of their last date of regular employment. If TEA enters into a "professional services" contract with a corporation, firm, or other business entity that employs a former or retired employee during the first year of the past employee's departure from the agency, the former or retired employee is restricted from performing services on projects that the employee worked on while employed at TEA.

Texas Government Code §572.069. CERTAIN EMPLOYMENT FOR FORMER STATE OFFICER OR EMPLOYEE RESTRICTED. A former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving a person may not accept employment from that person before the second anniversary of the date the officer's or employee's service or employment with the state agency ceased.

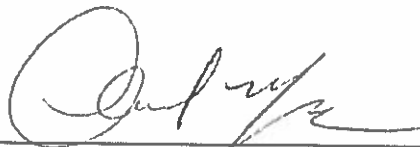
Effective 01/01/17, the mileage reimbursement rate is 53.5¢ and the previous rate 1/1/16- 12/31/16 was .54¢. The Comptroller's website for travel rules and regulations – textravel: <https://fmxcpa.state.tx.us/fmx/travel/textravel/index.php>. Receipts must be made available for programmatic or financial audit, by TEA and by others authorized by law or regulation to make such an audit, for a period of not less than seven years.

Updated Contract Terms and Conditions dated May 22, 2017 are attached and incorporated herein.

All other terms and conditions of the original contract and amendments remain the same and are incorporated herein as if specifically written.

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 Andrea Wolfe
Typed Title: Engagement Manager Director


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 24th day of August, 2017 (month/year) by a person authorized to bind Agency.

Return electronic copy to:
TEAContracts@tea.texas.gov


Kara Belew, Deputy Commissioner Finance
Administration

Attachment 1, Budget FY2018

COST PROPOSAL

Expense Description	Schedule of Task Completion		Cost
	Deliverables	Timeframe	
1. DSSI- MIE Project Kick-Off Planning Retreat <ul style="list-style-type: none"> Staff time: 1-day Vice President level time (VP) (Larry Stanton), 2 days Engagement Director (ED)(Andrea Wolfe), 1 day Senior Program Manager (SPM) Material and national support costs 	Meeting agendas, planning documents, finalized project timeline	March-April 2018	\$3,200
2. SGS District Summit Support and Session Facilitation <ul style="list-style-type: none"> Staff time: 3 days VP (Larry Stanton), 3 days ED (Andrea Wolfe), 1 days SPM Travel Costs (airfare, transportation) for 2 staff members Material and national support costs 	Training materials: agendas, ppts slides, handouts	June 2018	\$9,000
3. Execute Cohort 2 District Readiness Assessments (6 diagnostics) <ul style="list-style-type: none"> Diagnostic cost per LEA = \$17,000 Cost includes MIE team time to complete diagnostic activities and synthesize findings in a final report Travel costs (airfare, hotel, transportation) Material and national support costs 	Diagnostic visit calendar, District final reports	April – May 2018	\$102,000
4. SGS Network Trends Analysis <ul style="list-style-type: none"> Staff time: 0.5-day VP (Larry Stanton), 1 day ED (Andrea Wolfe), 3 days SPM Material and national support costs 	Cross district trends analysis report	May – June 2018	\$2,300
5. After-Action Review of SGS District Readiness Assessment Process and Tool Revision <ul style="list-style-type: none"> Staff time: 2 days VP (Larry Stanton), 2 days ED (Andrea Wolfe), 3 days SPM Travel Costs (airfare, hotel, transportation) for 3 staff members Material and national support costs 	After action review meeting materials, final, revised diagnostic tools (rubric, survey, interview and focus group question bank, report template)	June – July 2018	\$7,500

Total Budget: \$124,000.00

ATTACHMENT 2, TASK ACTIVITY PLAN, FY2018

	Key Activities and Sub Tasks	Deliverables	MIE Team	Timeline
1.	Conduct DSSI- MIE Project Kick-Off Meeting <ul style="list-style-type: none"> Schedule kick-off on-site meeting and prepare meeting materials: agenda, planning documents 	Meeting agenda, planning documents, finalized project timeline	Andrea Wolfe and Larry Stanton	March - April 2018
2.	SGS District Summit Support and Session Facilitation <ul style="list-style-type: none"> Develop and facilitate summit session. Session objectives TBD. Develop training materials: ppts, handouts, etc. Participate and support summit execution. 	Summit session facilitation materials: agendas, ppts slides, handouts	Andrea Wolfe and Larry Stanton	June 2018
3.	Execute Cohort 2 District Readiness Assessments (6 diagnostics) <ul style="list-style-type: none"> Conduct onsite diagnostic activities (surveys, focus groups, interviews) for all districts Synthesize findings and draft final reports Present findings and respond to district questions and comments regarding reports and findings 	Diagnostic final reports	Andrea Wolfe and Larry Stanton	April - May 2018
4.	Develop and Share Cross-District Diagnostic Findings Trends Analysis <ul style="list-style-type: none"> Examine diagnostic findings and reports for all participating districts and identify cross-district trends Draft report outlining network trends Share report with DSSI 	Cross district trends analysis report	Andrea Wolfe	May - June 2018
5.	Conduct After-Action Review of SGS district readiness assessment tools and process <ul style="list-style-type: none"> Plan and draft after action review meeting materials Facilitate after action review session with DSSI, MIE diagnostic team, and other stakeholders involved in the process 	After action review meeting materials, next steps document outlining areas for tool and process refinement	Andrea Wolfe	June – July 2018

	<ul style="list-style-type: none">• Revise diagnostic tools and process based on after action review next steps			
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TEA Standard Contract Terms and Conditions Revised Contract Terms and Conditions, dated 5/22/17, that are different from the Terms and Conditions of the original Contract dated 9/22/16 are attached and incorporated herein.

- O. **Point of Contact and Escalation:** All notices, reports and correspondence required by this Contract shall be in writing and delivered to TEA Project Manager listed below or their successors in office. Within 30 days of execution of this Contract, the respective Parties will designate the next level of personnel within each organization to address conflicts or ambiguity that cannot be resolved at the Project Manager level.

TEA	CONTRACTOR
Michael Herschenfeld	Mass Insight Education
Manager, District Strategy	Andrea Wolfe
Texas Education Agency	18 Tremont St. #1010
1701 N. Congress Ave	Boston, MA 02108
Austin, Texas 78701	(617) 459-3429
Email: Michael.Herschenfeld@tea.texas.gov	awolfe@massinsight.org

00. **Contractor Performance and Past Performance:** TEA is required to submit Contractor Performance reports under Texas Government Code, §2262.055, and 34 Texas Administrative Code (TAC), §20.509 and §20.115. Govt. Code §2155.089 requires agencies to report contractor performance for purchases over \$25,000. Agencies are also encouraged to report contractor performance on purchases under \$25,000 and associated with contracts and purchase orders issued throughout the life of a contract or purchase order, not just at its conclusion. The Comptroller's Vendor Performance Tracking System (VPTS) provides the state procurement community with a comprehensive tool for evaluating vendor performance to reduce risk in the contract awarding process. Historic reports submitted prior to February 10th, 2017 were graded on a satisfactory or unsatisfactory scale. The score will be displayed as "Legacy Satisfactory" or "Legacy Unsatisfactory." The Contractor must have a score of "Legacy Satisfactory" or, for scores submitted after February 10, 2017, a Contractor must reflect a letter grade of 'A.' TEA may conduct reference checks with other entities regarding past performance of Respondent or its subcontractors. In addition to evaluating performance through the VPTS, TEA may examine other sources of contractor performance, including, but not limited to, notices of termination, cure notices, assessments of liquidated damages, litigation, audit reports, and non-renewals of contracts. Such sources of contractor performance may include any governmental entity, whether an agency or political subdivision of the State of Texas, another state, or the Federal government. Further, TEA may initiate such examinations of contractor performance based upon media reports. Any such investigations shall be at the sole discretion of TEA, and any negative findings, as determined by TEA, may result in a non-award to Respondent. The VPTS is located on Comptroller's website at: <https://www.comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/>.