

STATE OF TEXAS §  
COUNTY OF TRAVIS §

<b>Division Number:</b> 215	<b>Program Name:</b> GEAR UP Technical Assistance
<b>Org. Code:</b>	<b>Legal/Funding Authority:</b> HEA of 1996
<b>Speed Chart:</b> 6P486	Amended by PL 105-244
<b>Payee Name:</b> The University of Texas at Austin Institute of Public Affairs	<b>Payee ID:</b> 3721721721
<b>ISAS Contract #:</b> 3245	<b>PO #:</b> 34520

Amendment No. 3

**AMENDMENT TO  
STANDARD CONTRACT  
BETWEEN  
TEXAS EDUCATION AGENCY (TEA)  
AND**

**The University of Texas at Austin Institute for Public School Initiatives**  
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 III. PURPOSE OF CONTRACT**

The purpose of this Amendment is to complete the following work:

The Contractor will maintain technical assistance services for the duration of the twelve-month contract period (the original contract amount, \$1,457,000, was the same amount provided for technical assistance services in 2014-15's nine-month contract). District grantees have struggled to meet project objectives related to parent engagement as well as summer programming aimed at increasing college and career readiness. This funding will allow the Contractor to increase their scope and technical assistance services to grantees around these critical topics. Contractor will offer research-based, hands-on services around parent engagement best practices for all grantees while working individually with grantees to create parent and community outreach plans that meet their unique needs. Contractor will also provide assistance to grantees in offering academically enriching summer programs for students, in addition to creating a statewide GEAR UP summer program that will provide knowledge around college preparedness and career exploration. Funding will allow Contractor to offer the GeoFORCE summer program to district grantees during summer of 2016.

Additionally, grantees have been unable to provide comprehensive financial literacy for students and parents thus far. This additional funding will support the investment of expanded financial literacy and family planning resources and tools through TG (a subcontractor). These services will provide direct technical assistance to grantees in offering financial education courses for parents as well as student tools for financial planning, including the creation of college savings plans.

**ARTICLE IV. PAYMENT UNDER CONTRACT**

A detailed Budget, labeled Exhibit A, is attached,

Contract Amount	\$ 2,688,313.00
Amendment Amount	\$ 473,575.00
Contract Total	\$ 3,161,887.00

Additional Contract Terms and Conditions required by the 84th Texas Legislative session that are different from the terms and Conditions of the contract dated November 3, 2014 are attached and incorporated herein.

Texas Government Code §2252.901 prohibits TEA 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 01/01/16, the mileage reimbursement rate is .54¢, the previous rate was 57.5¢ from 01/01/15 – 12/31/15. The Comptroller's website for travel rules and regulations – [texttravel](http://texttravel.com): <https://fmxcpa.state.tx.us/fmx/travel/texttravel/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 (7) years.

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: David Hawkins  
Typed Title: Associate Director - OSP

  
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 4 day of February 2016 (month/year) by a person authorized to bind Agency.

Return the signed contract electronically to:  
[TEAContracts@tea.texas.gov](mailto:TEAContracts@tea.texas.gov)  
  
Or by mail to:  
Norma Barrera, Purchasing and Contracts  
Texas Education Agency  
1701 North Congress Avenue, Room 2-125  
Austin, Texas 78701-1494

  
Mike Morath  
Commissioner of Education

## 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 November 4, 2014.

- 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.

**Matt Orem**  
**Texas GEAR UP - FY15-16 (Year 4) - AMENDMENT 3**  
**9/1/2015-8/31/2016**

<u>UT Subaccount</u>		Amendment 2	Additional Funding	Total UT Billing	Reason	<u>TEA Code</u>
12	Salaries	759,328	108,000	867,328	Family Engagement and Camp Counselor Salary, GeoFORCE	6100
14	Fringes	0.28	212,612	241,273	Camp Counselor Salary, GeoFORCE	6100
<b>TOTAL Personnel</b>		<b>971,940</b>	<b>136,661</b>	<b>1,168,601</b>		
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<u>UT Subaccount</u>						
40						6200
41	CTK, Inc.	13,000	-	13,000		6200
42	FOCUS Training, Inc.	1	39,999	40,000	Summer camp program	6200
43	St. Edward's University - Summer Camp	1	62,999	63,000	Summer camp program	6200
44	TG	28,054	41,946	70,000	Contract change to allow for additional parent counseling. Will only be billed for sessions conducted.	6200
46	Student Job Shadowing Event	-	5,000	5,000		
50	M, O, & E (50)	41,443	39,417	80,860	Temp salary, conference supplies, GU Week, GEOForce	6300
56	Meeting and Event Costs	79,000	10,000	89,000	Actual conference costs	6300
59	Communication Device Allowances (CDA)	2,860	9,020	11,880	Full year and new employees added	6300
60	Conference Speakers/Summer Trainers/Professional Development/School Support	75,000	(7,512)	67,488	Moved funding into contracts for summer camp	6200
69	UT Letter of Agreement GeoFORCE - Holding (IDC Excluded)	1	(1)	-	Moved into other accounts for billing	6200
75	Travel/Other Operating	138,000	108,000	246,000	Increase to accommodate new FTE and GeoFORCE program	6400
<b>TOTAL Non-Personnel</b>		<b>377,360</b>	<b>308,868</b>	<b>686,228</b>		
<b>TOTAL DIRECT COSTS (DC)</b>		<b>1,349,300</b>	<b>445,529</b>	<b>1,794,829</b>		
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<b>Indirect Costs</b>						
	Direct Costs Excluded from IDC Calculation (Exclusions)	3,054	94,944	98,000		
	Modified Total Direct Costs (MTDC) = DC - Exclusions	1,346,246	350,585	1,696,829		
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<u>UT Subaccount</u>						
90	Indirect Costs (IDC) = IDC Rate (8%) * MTDC	107,700	28,047	135,747		
<b>TOTAL PROJECT COSTS (TC)</b>						
	<b>Total Project Costs (TC) = DC + IDC</b>	<b>\$ 1,457,000</b>	<b>\$ 473,575</b>	<b>\$ 1,930,576</b>		
			<b>\$ (473,575)</b>	<b>\$ (1,930,575)</b>		

\$ 1,457,000 Original Base  
\$ 473,575 Amended additional  
\$ 1,930,575 Total