

STATE OF TEXAS §  
COUNTY OF TRAVIS §

Division Number:	906	Program Name:	Educator Certification
Org. Code:		Legal/Funding Authority:	
Speed Chart:		TEC 21.003	
Payee Name:	Educational Testing Service	Payee ID:	1210634479
ISAS Contract #:	2842	PO #:	33423

Amendment No. 03

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

Educational Testing Service  
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 **January 1, 2015** as follows:

**ARTICLE III. PURPOSE OF CONTRACT**

The purpose of this amendment is to revise Special Provisions – A Program Specific to include the fee for Core Subjects tests and Core Subjects individual subtests.

Special Provisions – A: Program Specific, is revised to include:

Effective January 1, 2015, Contractor offered the initial Core Subjects tests at no cost to educators. Educators who retook Core Subjects individual subtests were charged \$60.00 per test. The Agency receives \$10.00 per test.

Effective July 1, 2015, the administration fee is set at \$120 per exam for Core Subjects tests. The Agency receives \$10.00 per exam. Educators who retake the Core Subjects individual subtests will be charged \$60.00. Any increases to the total budgeted amount requires a revised budget document unless the increase is a result of an increase in the fee examinations, which requires a formal written amendment to this agreement.

**ARTICLE IV. PAYMENT UNDER CONTRACT** is revised to include:

A detailed Budget, labeled Exhibit A, is attached,

Contract Expended Amount to Date	\$64,177,721.00
Amendment 3 Amount:	<b><u>No Change</u></b>
Cumulative Contract Total:	\$64,177,721.00

Additional Contract Terms and Conditions required by the 84<sup>th</sup> Texas Legislative session that are different from the Terms and Conditions of the Contract dated July 11, 2014 are attached and incorporated herein.

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. 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: Diane Bailey  
Typed Title: VP, Teacher Licensure and Certification

  
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 9th day of December 2015 (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@texas.state.gov](mailto:TEAContracts@texas.state.gov)

  
Michael Williams  
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 July 11, 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 promptly, as soon as possible under the circumstances, that is within a reasonable time, without delay 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.