

STATE OF TEXAS §  
COUNTY OF TRAVIS §

Division Number:	907	Program Name:	Educator Certification
Org. Code:	004	Legal/Funding Authority:	TEC 21.003
Speed Chart:	7A216		
Payee Name:	Educational Testing Services <i>EB</i>	Payee ID:	1210634479
ISAS Contract #:	2842	PO #:	35867

Amendment No. 5

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

Educational Testing Services *EB*  
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 August 31, 2016 as follows:

**ARTICLE II. PERIOD OF CONTRACT AMENDMENT**

TEA is exercising first option, one of two, to renew the contract as allowed in the Contract term beginning September 1, 2016, and ending August 31, 2017.

**ARTICLE III. PURPOSE OF CONTRACT AMENDMENT**

Contractor shall continue to perform all of the functions and duties set described herein and incorporated by reference.

Contractor shall administer examinations for educator certification from September 1, 2016 through August 31, 2017. This includes statewide administration of examinations both by pencil and paper and on computer.

**ARTICLE IV. PAYMENT UNDER CONTRACT AMENDMENT**

Subject to the availability to TEA of funds for the purposes of this contract, TEA shall pay to Contractor by State of Texas warrant(s) the amount of approximately \$18,340,200.00 for the performance, satisfactory to the TEA, of Contractor's functions and duties under this Contract. Fees for examinations are currently set at \$131.00, of which TEA receives \$11 per exam and ETS receives \$120 per exam. The agency estimates 150,000 exams will be administered per year for an estimated total of \$18,000,000.00 per year. Fees for individual Core Subjects subtests are currently set at \$65.00 per subtest, of which TEA receives \$11 per exam and ETS receives \$54 per exam. The agency estimates 6,300 individual Core Subjects subtests will be administered per year for an estimated \$340,200.00. The actual number of exams is contingent on the number of educators registering for the exams. Exhibit A, Detailed Revised Budget, attached, is hereby incorporated by reference.

Contract Amount	\$ 83,582,723.00
Amendment Amount FY17	\$ 18,340,200.00
Contract Total	\$ 101,922,923.00

Revised Terms and Conditions dated May 23, 2016, are attached hereto and made a part hereof by reference.

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 01/01/16, the mileage reimbursement rate is 54¢. The Comptroller's website for travel rules and regulations – textravel: <https://fmx.cpa.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 (7) years.

~~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 September 1, 2011 are attached and incorporated herein.~~ *JB*

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

Please submit electronic copy 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

**Exhibit A: Detailed Revised Budget**

Contract Year	PO No.	Total		
Year 1: 2011-12	0000030192	\$ 14,439,270.00		
Year 2: 2012-13	0000031252	\$ 15,518,720.50		
Year 3: 2013-14	0000032226	\$ 16,768,610.00		
Year 4: 2014-15	0000033423	\$ 17,451,120.50		
Year 5: 2015-16	0000034643 (thru July 2016)	\$ 16,592,714.00	\$ 1,600,000.00 (est. for Aug. 2016)	\$ 18,192,714.00 (est. total for Year 5)
<b>Grand Total for 5-Yr Contract Period:</b>		<b>\$ 82,370,435.00</b>		
<b>(includes Aug. 2016 \$1.6 mil. est.)</b>				

Estimated Year 6 Expenditures Based on the Following:

# of Tests	Unit Price	Total Price
150,000	\$ 120.00	\$ 18,000,000.00
6,300	\$ 54.00	\$ 340,200.00
<b>Est. Total for Year 6 Contract Period:</b>		<b>\$ 18,340,200.00</b>

## Contract Terms and Condition

Revised Contract Terms and Conditions that are different from the Terms and Conditions of the Contract dated September 1, 2011 are attached and incorporated herein.

**Q. Point of Contact and Escalation:** All notices, reports and correspondence required by this Contract shall be in writing and delivered to the TEA Project Manager listed below or their successors in office. Within thirty (30) days of execution of a 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

Rebecca McCoy, Testing Manager  
Division of Educator Certification and Testing  
Texas Education Agency  
William B. Travis Building  
1701 N. Congress Avenue  
Austin, Texas 78701

### CONTRACTOR

Janet Cook, Executive Director  
Teacher Licensure and Certification  
Texas Educator Certification Program  
Educator Testing Service  
6600 Rosedale Road, MS L-290  
Princeton, NJ 08541

TEXAS EDUCATION AGENCY

1701 N. CONGRESS AVENUE

AUSTIN, TEXAS 78701