

STATE OF TEXAS §

COUNTY OF TRAVIS §

Amendment No. 1

Division Number: <u>211</u>	Program Name: <u>Technology Based Supplementary Mathematics Instruction</u>
Org. Code: _____	Legal/Funding Authority: <u>GAA Rider</u>
Speed Chart: _____	
Payee Name: <u>Reasoning Mind, Inc</u>	Payee ID: <u>1760662298</u>
ISAS Contract #: <u>3076</u>	PO #: <u>35038</u>

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

Reasoning Mind, 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 PROJECT

TEA is exercising the option to renew the Contract for two (2) fiscal years as allowed in the Contract term to coincide with the funding appropriated by the Texas Legislature for this project. The service project dates are September 1, 2015 to August 31, 2017.

ARTICLE III. PURPOSE OF PROJECT

The project is a technology-based mathematics instruction program designed to improve student achievement in mathematics and prepare students to meet Algebra I standards. Contractor shall provide individualized and tailored instruction for each student struggling in mathematics and at risk of failing mathematics in grades 2-7.

The Statement of Work, labeled Appendix A, which is attached hereto and incorporated herein by reference.

ARTICLE IV. PAYMENT UNDER AMENDMENT

Subject to the availability to TEA of funds for the purpose(s) of this contract, TEA shall pay to Contractor the amount of \$2,000,000.00 per fiscal year for the performance, satisfactory to the TEA, of Contractor's functions and duties under this Amendment. Payment to Contractor by TEA will be made in accordance with the Project Outline and Budget, labeled Appendix B, which is attached hereto and incorporated herein by reference.

A detailed Project Outline and Budget, labeled Appendix B, is attached and hereby incorporated into this Amendment.

Amendment Amount for FY16	\$ 2,000,000.00
Amendment Amount for FY17	\$ 2,000,000.00
Total:	\$ 4,000,000.00

ARTICLE V. GENERAL AND SPECIAL PROVISIONS OF AMENDMENT

Additional 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, 2013 are attached and incorporated herein. Special Provisions indicated below with an "X" beside each are also attached and incorporated into this Amendment:

- Special Provisions A, Program Specific
- Special Provisions B, Historically Underutilized Business Subcontracting Plan (HSP). An updated HSP is required to be returned with the signed Amendment.

Contract does not provide for reimbursement of travel expenses and food costs.

ADK

Additional 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, 2013 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: Alexander R. Khachatryn, Ph.D.
Typed Title: President and CEO



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 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 copy to:
TEAContracts@tea.state.tx.us


Mike Morath
Commissioner of Education

Appendix A Statement of Work

Organization: REASONING MIND, INC.

Project: Innovative Online Mathematics Initiative for Texas

Purpose: To serve a minimum of 16,000 students cumulatively over two years using a technology-based mathematics instruction program

Duration: September 1, 2015–August 31, 2017

Description of Services/Activities

This project is a technology-based mathematics instruction program designed to improve student achievement in mathematics and prepare students to meet Algebra I standards. Reasoning Mind, Inc. must provide to TEA information regarding districts, schools, students, and teachers served.

The project must meet the following requirements:

1. Target students who are struggling in mathematics and those at risk of failing mathematics in grades 2–7
2. Provide an individualized and tailored path of learning for each student using a technology-based structure in which instruction is based on continuous analysis of that student's performance
3. Provide a coherent curriculum focused on teaching algebraic concepts in grades 2–7
4. Provide a pre- and post-program individual student achievement data report correlated to STAAR scores for evaluation purposes
5. Provide students with immediate feedback on completed assignments, demonstrating detailed step-by-step solutions to missed problems
6. Aid in preparation for success in algebra and the current year's STAAR® exam
7. Provide high-quality teacher professional development sessions in mathematics content and instructional methods
8. Provide training and support for teachers in the implementation of the program through qualified implementation specialists
9. Perform automated diagnosis and remediation of weaknesses and gaps in individual student knowledge, and provide this analysis to the student's teacher
10. Maintain complete records of every student's performance (The performance record must be available to teachers and administrators at all times, allowing teachers to review student responses to every problem and enabling them to provide differentiated instruction)
11. Equip school leaders to support and monitor teachers' efforts to increase student achievement in mathematics
12. Deliver a coherent, internationally benchmarked curriculum aligned with the Texas Essential Knowledge and Skills, Texas Response to Curriculum Focal Points, National Council of Teachers of Mathematics Focal Points, and the recommendation of the National Mathematics Advisory Panel, focusing on teaching algebraic concepts
13. Present math problems with detailed explanations of mathematical concepts

Appendix B PROJECT OUTLINE AND BUDGET

Organization: REASONING MIND, INC.

Project: Innovative Online Mathematics Initiative for Texas

Purpose: To serve a minimum of 16,000 students cumulatively over two years.

Duration: September 1, 2015–August 31, 2017

PROJECT BUDGET		
2015-2016		
31%	Outreach and Enrollment	\$ 620,000
38%	Professional Development and Support	\$ 760,000
31%	Program Delivery	\$ 620,000
100.00%	Subtotal:	\$ 2,000,000.00
2016-2017		
31%	Outreach and Enrollment	\$ 620,000
38%	Professional Development and Support	\$ 760,000
31%	Program Delivery	\$ 620,000
100.00%	Subtotal:	\$ 2,000,000.00
TOTAL:		\$ 4,000,000.00

SCHEDULE OF TASK COMPLETION			
Task 1: Delivery of program in year one			
	Activities	Projected Completion Date	Projected Cost
1.1 Outreach and Enrollment			
1	Partnership managers meet with potential partner schools to determine eligibility.	Monthly	\$620,000
2	Partner schools sign enrollment agreements.	Monthly	
3	Partnership managers monitor implementations.	Monthly	
4	Partnership managers meet with district staff as needed to help ensure program retention.	Monthly	
1.2 Professional Development and Support			
5	Professional development courses are offered to teachers.	Monthly	\$760,000
6	Implementations are monitored and supported.	Monthly	
7	Implementation coordinators analyze year one implementation impact.	6/30/16–8/31/16	
1.3 Program Delivery			
8	Ongoing maintenance of server and software support is provided.	Monthly	\$620,000
9	A report on project progress to date is submitted to TEA.	Monthly	
10	The process of securing data exchange agreements with Texas schools begins.	9/30/15	
11	The administration of internal evaluations begins.	10/31/15	

12	The administration of round two internal evaluations begins.	4/30/16	
13	The process of gathering STAAR scores from TEA schools begins.	6/30/16	
14	Data from 2015–2016 implementation is analyzed.	6/30/16–8/31/16	
Subtotal:			\$2,000,000.00

Task 2: Delivery of program in year two			
Activities		Projected Completion Date	Projected Cost
2.1 Outreach and Enrollment			
1	Partnership managers meet with potential partner schools to determine eligibility.	Monthly through 2/28/17	\$620,000
2	Partner schools sign enrollment agreements.	Monthly through 2/28/17	
3	Partnership managers monitor implementations.	Monthly through 5/31/17	
4	Partnership managers meet with district staff as needed to help ensure program retention.	Monthly	
2.2 Professional Development and Support			
5	Professional development courses are offered to Texas teachers.	Monthly through 5/31/17	\$760,000
6	Implementations are monitored and supported.	Monthly through 5/31/17	
7	Implementation coordinators analyze year two implementation impact.	6/30/17–8/31/17	
2.3 Program Delivery			
8	Ongoing maintenance of server and software support is provided.	Monthly	\$620,000
9	A report on project progress to date is submitted to TEA.	Monthly	
10	The administration of internal evaluations begins.	9/30/16	
11	The administration of internal evaluations continues.	10/31/16	
12	A final report on year one project implementation results is submitted to TEA.	11/30/16	
13	The process of administering round two of internal evaluations begins.	4/30/17	
14	The process of administering round two of internal evaluations continues.	5/31/17	
15	The process of gathering STAAR scores from TEA schools begins.	6/30/17	
16	Data from 2016–2017 implementation is analyzed.	6/30/17–8/31/17	
17	A report on year two project progress and analysis of results to date is submitted to TEA.	8/31/17	
Subtotal:			\$2,000,000.00
18	Program Delivery: Final report on year two project implementation results is delivered to TEA.	12/30/2017	N/A
TOTAL:			\$4,000,000.00

Budget By Month	
Month	Amount
Year One	
9/30/15	\$190,951.52
10/31/15	\$190,951.52
11/30/15	\$158,283.64
12/31/15	\$158,283.64
1/31/16	\$158,283.64
2/28/16	\$158,283.64
3/31/16	\$158,283.64
4/30/16	\$190,951.52
5/31/16	\$158,283.64
6/30/16	\$180,926.45
7/31/16	\$148,258.58
8/31/16	\$148,258.58
Subtotal	\$2,000,000.00
Year Two	
9/30/16	\$187,684.73
10/31/16	\$187,684.73
11/30/16	\$156,650.25
12/31/16	\$156,650.25
1/31/17	\$156,650.25
2/28/17	\$156,650.25
3/31/17	\$156,650.25
4/30/17	\$187,684.73
5/31/17	\$187,684.73
6/30/17	\$176,026.27
7/31/17	\$144,991.79
8/31/17	\$144,991.79
Subtotal	\$2,000,000.00
Total	\$4,000,000.00

SPECIAL PROVISIONS A Program Specific

A. School Enrollment

Reasoning Mind (RM) will identify districts or campuses eligible for this program based on criteria designed by RM and approved by TEA. RM will submit monthly reports to TEA. The reports will include names of participating districts and campuses and numbers of students and teachers enrolled and actively using RM.

RM will initiate school enrollment activities as soon as possible at the beginning of the 2015–2016 school year. The enrollment process will require schools to enter into Implementation Agreements with RM. RM will use its Standard Implementation Agreement (see Appendix C), which addresses, but is not limited to, the following topics: teacher selection, training, professional development, administrator training, minimum instruction time required, and technology requirements.

In the event that a school that enters into an implementation agreement with RM fails to perform certain provisions of the agreement deemed critical to the success of the implementation, RM must promptly notify TEA of the situation and may recommend to TEA that the school be dropped from the program. TEA approval is required for an agreement with a school to be terminated.

If one of the eligible schools decides not to enter into an implementation agreement with RM or if the school's participation is terminated due to its failure to meet the terms of the implementation agreement, RM will provide a replacement school if there is a feasible amount of time remaining in the contract year.

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, 2013.

- 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.

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Special Provisions B
Historically Underutilized Business Subcontracting Plan (HSP)

**A revised or updated HSP is required if any subcontracting changes have been made since
September 2013.**