

STATE OF TEXAS §

COUNTY OF TRAVIS §

Amendment No. 2

Division Number:	300-001	Program Name:	Educator Effectiveness Measure
Org. Code:	300	Legal/Funding Authority:	Title II, Part A
Speed Chart:	5P526	Payee ID:	1561133017
Payee Name:	SAS Institute Inc.	PO #:	33632
ISAS Contract #:	3105		

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

**SAS Institute 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 09/01/2014 as follows:

TEA is exercising the option to renew the Contract from September 1, 2014 to August 31, 2015.

Add FY 2015 budget in the amount of \$1,290,000.00, decrease FY2014 budget in the amount of \$355,000.00 from: \$992,500.00 to \$637,500.00 for a new contract total of \$1,927,500.00, an increase of \$935,000.00.

Changes to fiscal year budget 11/21/2013 to 08/31/2014 of the contract revises task activity plan in the following way:

- Due to a compressed timeline tasks 1, 2, 4, 5, 6, 7 and 8 in the task activity plan included in contract amendment #1 have been moved to contract year two. The total for these tasks is \$355,000.
- The remaining tasks and deliverables for contract year one are the annual licensing/system hardware/software configuration fee in the amount of \$637,500 and task 3 both of which have been completed and accepted by TEA.

Changes to fiscal year budget 09/01/2014 to 08/31/2015 of the contract revises task activity plan in the following way:

- Annual licensing fee to cover 65 pilot districts in the amount of \$600,567.
- The insertion and consolidation of what were Tasks 1, 2, 4, 5, 6, 7 and 8 in the task activity plan included in contract amendment #1 as Tasks 3 through 7 in the contract year two task activity plan, in the amount of \$355,000.
- The insertion of what was optional Task 8, Roster Verification, in the original task activity plan into the year two task activity plan for a cost of \$334,433 for 65 pilot districts.

Revised Description of Services / Tasks & Activities and Budget documents attached hereto and incorporated herein by reference.

Pursuant to Section 2252.901 of the Texas Government Code, Contractor certifies that it is not a former employee of TEA or that Contractor has not been an employee of TEA for twelve (12) months prior to the beginning date of this contract.

Contractor reimbursement for travel and expenses incurred in the performance of Contractor's duties under this contract, and computed in accordance with Texas law in effect at the time such travel and expenses are incurred by Contractor. Contractor will make a good faith effort to comply with the State of Texas Travel Guidelines which specifies reimbursement rates for lodging, meals, and mileage. Refer to the current rates located at CPA's website:

<https://fmx.cpa.state.tx.us/fmx/travel/texttravel/index.php>. The mileage rates have changed effective January 1, 2014 the rate is 56¢ (previous rate 1/1/13 – 12/31/13 was 56.5¢).

Contractor must make full disclosure of intent to employ or subcontract with an individual who is a former employee/retiree of TEA. Within the first twelve months of leaving employment at TEA, a former employee/retiree selected by the Contractor for employment or subcontracting, shall not perform services on a project or fill a position that the former employee/retiree worked on while employed at TEA.

Excluded Parties List System: The Texas Education Agency and the contractor must adhere to the directions provided in the President's Executive Order (EO) 13224, Blocking Property and Prohibiting Transactions With Persons Who Commit,

Threaten to Commit, or Support Terrorism. That Executive Order prohibits any transaction or dealing by United States persons, including but not limited to the making or receiving of any contribution of funds, goods, or services to or for the benefit of those persons listed in the General Services Administration's Excluded Parties List System (EPLS) which may be viewed on the System for Award Management (SAM) site at <http://www.Sam.gov>.

All other terms and conditions of the original contract 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: Kevin Farrell  
Typed Title: Manager, Contract Administration

  
\_\_\_\_\_  
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 19<sup>th</sup> day of November 2014 (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  
Send electronic copies to:  
[TEAContracts@tea.state.tx.us](mailto:TEAContracts@tea.state.tx.us)

  
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Shirley Beaulieu, Associate Commissioner  
Finance/ CFO

Amendment #3 : - Contract #3105

**REVISED TASK ACTIVITY/ BUDGET 09/01/2014**

**SCHEDULE OF TASK COMPLETION/ COST PROPOSAL**

Title of Proposed Project: **Educator Effectiveness Measure**

Proposer Organization: **SAS Institute Inc.**

Year 1 Beginning and Ending Dates: November 21, 2013 to August 31, 2014

Year 2 Beginning and Ending Dates: September 1, 2014 to August 31, 2015

Task/Activity/Numbers	Projected Completion Date and Cost by Task		
	Completion Date	FY2014 Cost Proposal 11/21/13 - 08/31/14	REVISED  Total for Year 1
<b>Task #1: System Hardware/Software/Configuration and License Fee</b>			
SAS will incur upfront costs associated with establishing a secure, dedicated environment to host TEA's data. This includes fees related to setting up a development and production environment as well as fees associated with customer's license of the software necessary to secure the environment and to provide the required analysis as part of this contract. Upload data for use by Texas educators. For 65 Pilot Year districts.	12/31/2013	\$637,500	\$637,500
<b><u>Total Year 1</u></b>			<b><u>\$637,500</u></b>
Task/Activity/Numbers	Completion Date	FY2015 Cost Proposal 09/01/14 - 08/31/15	Total for Year 2
<b>Task #2: License Fee</b>			
Fees associated with customer's license of the software necessary to secure the environment and to provide the required analysis as part of this contract. Upload data for use by Texas educators. For 65 Pilot Year districts.	12/31/2014	\$600,567	\$600,567
<b>Task #3: Value-Added/Growth Analysis for Pilot Districts</b>			

Deliver value-added/growth results through the secure web application at the school level for the 2013-2014 school-year data.	12/31/2014		
<b>Task #4: Educator Effectiveness Reporting</b>			
Provide teacher level value-added and diagnostic reporting through the secure EVAAS web application for the 2013-2014 school-year data.	12/31/2014		
<b>Task #5: Reporting Training</b>			
General help available through the secure web application (help files, rollover text and the online ticketing system) as well as training including recorded webinars, live Q&A sessions, core team support, and supporting documentation.	12/01/2014		
<b>Task #6: Technical Reports</b>			
A1: Delivery of comprehensive report describing value-added/growth models for the Educator Evaluation and Support System pilot.	12/01/2014		
A2: Delivery of technical digest for general audience detailing methodology and results.	12/01/2014		
A3: Delivery of comprehensive report detailing methodology and results for SIG programs.	12/01/2014		
A4: Delivery of summary reports to accompany technical reports.	12/31/2014		
<b>Task #7: Educator Preparation Program Analysis using teacher value-added data from school year 2013-2014 and 2012-2013</b>			
A1: Gather data linking teachers to EPPs from TEA\	09/04/2014		
A2: Process data and perform analysis	12/31/2014		
A3: Deliver results to TEA	12/31/2014		
Tasks #3-#7	12/31/2014	\$355,000	\$955,567
<b>Task #8: Roster Verification Training</b>			
General help available through the secure web application (help files, rollover text and the online ticketing system) and live Q&A webinars, recorded webinars and 24 hours of additional support.	11/30/2014		
<b>Task #9: Data collection from participating pilot LEAs for roster verification.</b>			
To pre-populate student rosters for the roster verification, participating pilot LEAs will submit preliminary student-teacher linkages through a secure FTP account to SAS.	03/31/2015		
<b>Task #10: Roster verification for participating pilot LEAs</b>			
This allows authorized users to modify and/or verify student rosters to ensure accurate student-teacher linkages in the teacher-level value-added reporting.	5/31/2015		
Tasks #8-#10	8/31/2015	\$334,433	\$1,290,000
<b>Total Years 1 and 2</b>			<b>\$1,927,500</b>