

STATE OF TEXAS §  
COUNTY OF TRAVIS §

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

Amendment No. 03

**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 **September 1, 2015** as follows:

ARTICLE II. PERIOD OF CONTRACT

TEA is exercising the option to renew the Contract from September 1, 2015 to December 31, 2016 as allowed in the Contract term.

ARTICLE III. PURPOSE OF CONTRACT

The purpose of this Amendment is Task 4- for 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, Task 16 - Roster Verification Training, TASK 17 - Roster verification for participating refinement LEA's, Task 19 - Reporting Training, Task 20 - 9 Virtual Learning Modules and Task 21 – Educator Preparation Program Analysis.

ARTICLE IV. PAYMENT UNDER CONTRACT

A detailed Budget, labeled Exhibit A, is attached,

Amendment 2 Amount: \$1,927,500.00  
Amendment 3 Amount: \$2,079,782.00  
YTD Cumulative Contract Total: \$4,007,282.00

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 11/21/2013 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: Kevin Farrell  
Typed Title: Manager, Contracts 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 18<sup>th</sup> 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@tea.texas.gov](mailto:TEAContracts@tea.texas.gov)



Michael Williams  
Commissioner of Education

Task/Activity/Numbers	Completion Date	FY2016 Cost Proposal 09/01/15 - 12/31/16	Total for Year 3
<b>Task #11: School- and teacher-level value-added reporting delivered via the secure web application (2014-2015 School Year Analysis)</b>			
Includes value-added measures as well as diagnostic measures by subject, grade and year, and secure access is customized by user.	11/30/2015	\$0	\$0
<b>Task #12: Reporting Training (2014-2015 School Year Analysis)</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, virtual learning modules, and supporting documentation.	12/01/2015	\$0	\$0
<b>Task #13: Educator Preparation Program Analysis (2014-2015 School Year Analysis)</b>			
A1: Receive data linking teachers to EPPs from TEA	10/31/2015		
A2: Process data and perform analysis	11/15/2015	\$0	\$0
A3: Deliver results to TEA	12/15/2015		
<b>Task #14: License Fee (2015-2016 School Year Analysis)</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. <b>**Fixed Fee (up to 200 districts)**</b>	12/31/2015	\$1,472,324	\$1,472,324
<b>Task #15: Data receipt from TEA re: participating refinement LEAs (2015 – 2016 School Year Analysis)</b>			
Pre-population of student rosters for the roster verification phase for participating LEAs. TEA will submit linkages data through a secure FTP account to SAS. <b>**No charge item, included in license fee**</b>	03/31/2016	\$0	\$0
<b>Task #16: Roster Verification Training (2015 – 2016 School Year Analysis)</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. <b>**60 days of training at \$1,673.25 per day**</b>	5/30/2016	\$100,395	\$100,395
<b>Task #17: Roster verification for participating refinement LEAs (2015 – 2016 School Year Analysis)</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. <b>**Up to 65,325 students. If actual student count exceeds this amount additional fees will be due at a rate of \$1 per student.**</b>	06/30/2016	\$65,325	\$65,325

<b>Task #18: School- and teacher-level value-added reporting delivered via the secure web application (2015-2016 School Year Analysis)</b>			
Includes value-added measures as well as diagnostic measures by subject, grade and year, and secure access is customized by user. <b>**No charge item, included in license fee**</b>	11/30/2016	\$0	\$0
<b>Task #19: Reporting Training (2015-2016 School Year Analysis)</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, virtual learning modules, and supporting documentation. <b>**112 days of training at \$1,673.25 per day**</b>	12/01/2016	\$187,404	\$187,404
<b>Task #20: Virtual Learning Modules (2015-2016 School Year Analysis)</b>			
Provide customized virtual learning modules covering the following reporting areas: Teacher Reports, Teacher Reports for Admins, School Value Added, School Diagnostics, Decision Dashboard, Student Reports, Student Search and Custom Student Reports, Scatterplots and District School Search. <b>**9 Virtual Learning Modules at \$13,386 per module**</b>	12/01/2016	\$120,474	\$120,474
<b>Task #21: Educator Preparation Program Analysis (2015-2016 School Year Analysis)</b>			
A1: Receive data linking teachers to EPPs from TEA			
A2: Process data and perform analysis	10/31/2016		
A3: Deliver results to TEA	11/15/2016	\$133,860	\$133,860
<b>**Fixed Fee**</b>	12/15/2016		
<b>Total Year 3</b>			\$2,079,782
<b>Total Years 1, 2 and 3</b>			<b>\$4,007,282</b>

## APPENDIX ONE

### REVISED 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 *621,000*  
 Year 2 Beginning and Ending Dates: September 1, 2014 to August 31, 2015 *1290,000*  
 Year 3 Beginning and Ending Dates: September 1, 2015 to December 31, 2016 *2099,000*

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>Total Year 1</b>			<b>\$637,500</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.	10/31/2014		
<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.	10/31/2014		
<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: Detailed of summary reports to accompany technical reports.	TBD; 08/31/2015 at latest		
<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	10/31/2014		
A3: Deliver results to TEA	11/14/2014		
Tasks #3-#7	Billing on 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	Billing on 8/31/2015	\$334,433	\$1,290,000
<b>Total Years 1 and 2</b>			<b>\$1,927,500</b>

## 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 21, 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.

Unless otherwise provided for by applicable law, any audit conducted hereunder shall be performed in compliance with reasonable security and confidentiality rules, policies, and procedures of Contractor.

**BB. 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.

**VV. Amendments:** All Amendments to this Contract will be in a manner as prescribed by the Agency Contracting Process and are, subject to Paragraph B of the Terms and Conditions and will be made on AMENDMENT TO TEXAS EDUCATION AGENCY STANDARD CONTRACT form. All Amendments will be initiated by the TEA Contracts staff. An Amendment to this Contract will become effective on the date of signature of TEA or the effective date shown on the Amendment document whichever is first.

If the initial major contract (defined as expected value of \$10M or more) solicitation document submitted to the CPA Contract Advisory Team (CAT) changes substantially, agencies are required to resubmit their solicitation documents(s) for CAT review. Changes in the major contract solicitation are considered substantial when: 1) the solicitation change caused the estimated value for the original term of the contract, not including renewal

periods, to increase by 25% or more; 2) or there are significant revisions, deletions and/or additions to the specifications, statement of work (SOW), set(s) of deliverables, performance measures, payment methodology, etc.

1. The Contractor is permitted to re-budget among direct cost categories within the approved budget to meet unanticipated requirements and to make limited changes to the approved budget without the issuance of a written Amendment as long as the total budget amount does not change. However, a revised budget document must be preapproved by the TEA Project Manager before the making the changes. Once approved, the documents must be submitted to the Contracts office for incorporation into the Contract file. Failure to submit the budget documents will result in invoices being rejected or payment delayed.
2. Written Amendments are required for the following Contract changes:
  - a. Any revision which would result in the need for additional funding;
  - b. Any revision to the scope of work, deliverables, or objectives of the Contract (regardless of whether there is an associated budget revision requiring prior approval) additionally increases of 25% or more for Major Contracts must be approved by the Comptroller;
  - c. A request to extend the period of the Contract;
  - d. Cumulative transfers among direct cost categories which exceed or are expected to exceed 10% percent of the current total approved budget;
  - e. Any reduction of funds or reduction in the scope of work;
  - f. Whenever a line item within a class/object code is added;
  - g. An increase in the quantity of capital outlay item(s) requested; and
  - h. An increase or decrease in the number of positions charged to Contract.

All Amendments must be signed by both parties.