

STATE OF TEXAS §  
COUNTY OF TRAVIS §

Division Number: 315-001	Program Name: Division of Accreditation & School Improvement
Org. Code: _____	Legal/Funding Authority: Title I, Part A, Section 1117 and
Speed Chart: _____	PL 107-110 Sec 1003(a)
Payee Name: The University of Virginia Darden School Foundation	Payee ID: 1546046419
ISAS Contract #: 3122A	PO #: 37027

Amendment No. 04

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

The University of Virginia Darden School Foundation  
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, 2017 as follows:

**ARTICLE II. PERIOD OF CONTRACT**

TEA is extending University of Virginia Darden School Foundation, District Turnaround Leadership Initiative (DTLI) project to complete the initial diagnostic and planning with an additional school district to end December 31, 2017.

**ARTICLE III. PURPOSE OF CONTRACT**

The purpose of this Amendment is to allow additional time for the DTLI project to launch services with an additional school district. The revised Schedule of Task Completion, Exhibit A, and Budget, Exhibit B are attached.

**ARTICLE IV. PAYMENT UNDER CONTRACT**

University of Virginia Darden School Foundation will utilize the unused funds in the amount of \$105,000.00 from the prior year to complete the project. This amendment does not increase the original Contract amount. The unexpended balance may be utilized to complete the initial diagnostic and planning assistance with additional school district. The work of this amendment is making use of remaining existing funds from the contract.

No changes to the Contract Total: \$1,316,748.72. The contract extension is making use of remaining funds from the contract.

Starting on January 1, 2016, the Texas Ethics Commission has made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract. Click on following weblink below to access Texas Ethics Commission, Form 1295, [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

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://fm.xcpa.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 85<sup>th</sup> Texas Legislative session that are different from the original Terms and Conditions of the Contract dated January 2014 are attached and incorporated herein.

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: William Robinson  
Typed Title: Executive Director, Darden/Curry  
Partnership for Leaders in Education

  
\_\_\_\_\_  
Authorized Signature

<b>This section reserved for Agency use.</b> 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 <u>25</u> day of <u>September 2017</u> (month/year) by a person authorized to bind Agency.	
<p>Return an electronic copy to: <a href="mailto:TEAContracts@tea.texas.gov">TEAContracts@tea.texas.gov</a></p>	<p> _____ Mike Morath Commissioner of Education</p>

**TEA Standard Contract Terms and Conditions**  
 Revised Contract Terms and Conditions, dated **May 22, 2017**, that are different from the Terms and Conditions of the original Contract dated **January, 2014** 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 TEA Project Manager listed below or their successors in office. Within 30 days of execution of this 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	CONTRACTOR
Lizette Ridgeway	William Robinson
Director	Executive Director, Darden/Curry Partnership for Leaders in Education
Texas Education Agency	University of Virginia
1701 N. Congress Ave	PO BOX 7263, Charlottesville, VA 22906-7263
Austin, Texas 78701	Email: RobinsonW@darden.virginia.edu
Email: Lizette.Ridgeway@tea.texas.gov	

- TT. Contractor Performance and Past Performance:** TEA is required to submit Contractor Performance reports under Texas Government Code, §2262.055, and 34 Texas Administrative Code (TAC), §20.509 and §20.115. Govt. Code §2155.089 requires agencies to report contractor performance for purchases over \$25,000. Agencies are also encouraged to report contractor performance on purchases under \$25,000 and associated with contracts and purchase orders issued throughout the life of a contract or purchase order, not just at its conclusion. The Comptroller's Vendor Performance Tracking System (VPTS) provides the state procurement community with a comprehensive tool for evaluating vendor performance to reduce risk in the contract awarding process. Historic reports submitted prior to February 10th, 2017 were graded on a satisfactory or unsatisfactory scale. The score will be displayed as "Legacy Satisfactory" or "Legacy Unsatisfactory." The Contractor must have a score of "Legacy Satisfactory" or, for scores submitted after February 10, 2017, a Contractor must reflect a letter grade of 'A'."

TEA may conduct reference checks with other entities regarding past performance of Respondent or its subcontractors. In addition to evaluating performance through the VPTS, TEA may examine other sources of contractor performance, including, but not limited to, notices of termination, cure notices, assessments of liquidated damages, litigation, audit reports, and non-renewals of contracts. Such sources of contractor performance may include any governmental entity, whether an agency or political subdivision of the State of Texas, another state, or the Federal government. Further, TEA may initiate such examinations of contractor performance based upon media reports. Any such investigations shall be at the sole discretion of TEA, and any negative findings, as determined by TEA, may result in a non-award to Respondent. The VPTS is located on Comptroller's website at: <https://www.comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/>

- VV. Amendments:** All Amendments to this Contract will be in a manner as prescribed by the TEA Contracting Process and are, subject to Paragraph B of the Terms and Conditions and will be made on the AMENDMENT TO TEA 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. All Amendments must be signed by both parties.

1. Performing Party is required to report deviations from budget or project scope or objective, and request prior approvals from the TEA designated Project Manager for budget and program plan revisions. The parties are permitted to reallocate up to 25% of the total budget among direct cost categories (except for payroll costs) to meet unanticipated requirements without the issuance of a written Amendment as long as the total budget amount does not change. However, a revised budget document must be submitted and preapproved by the TEA Project Manager before the making the changes. Once approved, the documents must be submitted to the TEA Purchasing and 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

- c. A request to extend the period of the Contract;
- d. Cumulative transfers among direct cost categories which exceed or are expected to exceed 25 percent of the current total approved budget category;
- 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 and/or salary amounts over 10% charged to Contract (i.e. a position type such as project director, project manager, teacher etc.).

**WW. Payment:** The approved budget for the contract project summarizes the financial aspects of the project or program as approved by the TEA project manager. It must be related to performance for program evaluation purposes whenever appropriate.

Payment for goods or services purchased with state and federal appropriated funds will be issued by electronic Direct Deposit from the State Treasury. Direct Deposit is the preferred method of payment. Any payment owed by TEA must be transmitted electronically to Contractor no later than 30 days after the later of:

- (1) Day on which TEA received the goods;
- (2) Date the performance of the service under the Contract is completed; or
- (3) Day on which TEA received the complete and correct invoice for goods or services.

Invoices must be submitted to [TEAAccountsPayable@tea.texas.gov](mailto:TEAAccountsPayable@tea.texas.gov) mailbox and the designated TEA Project Manager.

Prior to authorizing payment to Performing Party, TEA shall evaluate Performing Party's performance using the performance standards set forth in all documents constituting this Contract. Performing Party shall provide supporting documentation with every invoice corresponding to each deliverable or services provided/performed. All costs must be necessary and reasonable for the performance of the Contract project and be allocable thereto under these principles. Invoices should be submitted not later than the 30th day of the month after the deliverables are completed. No payment whatsoever shall be made under this Contract without the prior submission of detailed and correct invoices. Subject to the foregoing, TEA must make all payments in accordance with the Texas Prompt Payment Act, Texas Government Code, Chapter 2251. Payments under this Contract are subject to the availability of appropriated funds. Performing Party acknowledges and agrees that payments for services provided under this Contract are contingent upon TEA's receipt of funds appropriated by the Texas Legislature.

**CCC. Performance Measurement:** Performing Party shall use OMB-approved standard information collections when providing financial and performance information. Performing Party must be able to relate financial data to performance accomplishments of the project. Performing Party must also provide cost information to demonstrate cost effective practices (e.g., through unit cost data). Contract performance should be measured in a way that will help to improve program outcomes, share lessons learned, and spread the adoption of promising practices. Performing Party must have effective control over, and accountability for, all funds, property, and other assets. The Performing Party must adequately safeguard all assets and assure that they are used solely for authorized purposes.

**DDD. Change in Law:** Any alterations, additions, or deletions to the terms of this Contract which are required by changes in federal or state law or regulations are automatically incorporated into this Contract without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

**EEE. Boycott Israel.** Performing Party represents and warrants that, pursuant to Section 2270.002 of the Texas Government Code, Performing Party does not boycott Israel and will not boycott Israel during the term of the contract.

Amd 4

**EXHIBIT A- SCHEDULE OF TASK COMPLETION – YEAR FOUR**

Title of Proposed Project: District Turnaround Leadership Initiative  
 University of VA School Turnaround Specialist Program (UVA-STSP)  
 DTLI Diagnostic and Planning Services extended to an additional Texas district

Proposer Organization: University of Virginia Partners for Leadership In Education

Beginning and Ending Dates: September 1, 2017 – December 31, 2017

Task/Activity Numbers		Projected Completion Date and Cost by Task			
		Projected Completion Date	Per School Cost	Projected Cost	Revised Budget Sept. 2017
<b>1. Provided Ongoing Tailored Technical Assistance &amp; Support</b>					
1.1	Provide on-going consultation and technical assistance to participating districts based on needs identified during district site visits (one in the fall), review of 90-day plans, executive education sessions and on-going feedback.  San Antonio ISD 6 Schools @ \$8,000 each (Cohort 12) San Antonio ISD 1 Schools @ \$8,000 each (Cohort 13 Rapid Reset) <sup>1</sup>	September – December 2017			\$70,000
1.2	Provide targeted support to assist TEA with the alignment of the DTLI with TEA strategic initiatives; serve on project management team, carry out tasks as assigned by the DTLI project team and support alignment of work with TXCC mission and to develop a tool-kit for TEA that captures best practices of the DTLI initiative– <i>Eileen Reed will provide local support on behalf of UVA and in coordination with William Robinson</i>				
1.3	Targeted Professional Development– Backwards Design and Formative Assessment. To include in-district training for leadership development teams, trainer-of-trainer for campus leadership teams, onsite observation and support for curriculum planning and formative assessment analysis.				
1.4	Targeted Professional Development for Beaumont ISD. Embedded support to help enhance district conditions and ensure strong professional development at three neediest schools to start the year, with support provided with both direct development for leaders and staff as well as support with training the trainer to contribute to long-term capacity-building <sup>1</sup> .				
<b>Total Task 1</b>					<b>\$70,000</b>
Task/Activity Numbers		Projected Completion Date and Cost by Task			
		Projected Completion Date	Per School Cost	Projected Cost for 7 Schools	
<b>2. Complete and Submit TEA Required Reports &amp; Provide Targeted Assistance to TEA</b>					
2.1	Write and submit monthly project activity reports, quarterly benchmark reports; submit required expenditure reports and HUB subcontractor reports; and write and submit final report  Provide targeted support to assist TEA with the alignment of the DTLI with TEA strategic initiatives; serve on project management team, carry out tasks as assigned by the DTLI project team and support alignment of	September - December 2017			

<sup>1</sup> Irving Middle School will attend the Cohort 13 training program with SAISD Cohort 13 schools to more accurately reflect the stage and needs of the campus given the end of year principal change.

Task/Activity Numbers		Projected Completion Date and Cost by Task			
		Projected Completion Date	Per School Cost	Projected Cost	Revised Budget Sept. 2017
	work with TXCC mission - Eileen Reed will provide local support on behalf of UVa and in coordination with William Robinson				
<b>Total Task 2</b>				0	
<b>3. Conduct Evaluation</b>					
3.1	Conduct evaluation activities per approved evaluation design; submit findings to TEA	September - December 2017			
<b>Total Task 3</b>					
4.	<b>District Readiness Assessment</b>				
4.1	Conduct District Readiness Assessment for Beaumont (TX) with three primary deliverables: (1) a readiness report that highlights strength and opportunities for improvement for the district conditions that matter most for sustainable turnaround; (2) a support and professional development plan for August 2017 and September 2017 to ensure advancement of district conditions and strong professional development at three neediest schools to start the year; and (3) a draft implementation plan for commitments needed from the district across 2017-18 to be prepared to take their transformation effort to a systemic level by 2018-19	September 2017			35,000
<b>Total Task 4</b>					35,000
<b>TOTAL BUDGET YEAR FOUR</b>		<b>\$105,000</b>			

**EXHIBIT B- BUDGET, FY2018**  
**UNIVERSITY OF VIRGINIA DARDEN SCHOOL FOUNDATION**

<b>Task</b>	<b>Task Description</b>	<b>Est'd Start Date</b>	<b>Est'd End Date</b>	<b>September- December 2017 Budget</b>
1	<b>Provided Ongoing Tailored Technical Assistance &amp; Support</b>	9/2017	12/31/2017	\$70,000.00
2	<b>Complete/Submit TEA required reports and provide targeted assistance to TEA</b>	9/2017	12/31/2017	
3	<b>Conduct Evaluation</b>	9/2017	12/2017	
4	<b>District Readiness Assessment</b>	9/2017	9/30/2017	\$35,000.00
<b>Total</b>			FY2018	\$105,000.00