

STATE OF TEXAS §

COUNTY OF TRAVIS §

<b>Division Number:</b> 315-001	<b>Program Name:</b> Division of Accreditation & School Improvement
<b>Org. Code:</b>	<b>Legal/Funding Authority:</b> Title I Section 1117
<b>Speed Chart:</b> 7P471	
<b>Payee Name:</b> The University of Virginia Darden School Foundation	<b>Payee ID:</b> 1546046419
<b>ISAS Contract #:</b> 3122A	<b>PO #:</b> 35824

Amendment No. 03

**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 August 12, 2016 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 implementation with San Antonio ISD to begin September 1, 2016 end August 31, 2017.

**ARTICLE III. PURPOSE OF CONTRACT**

The purpose of this Amendment was a timing issue of the program's start date and timing of recruiting districts, San Antonio ISD. San Antonio ISD was not able to begin the three year program until the second contract year. This was an unanticipated issue that was identified after the original contract was awarded. 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 funds and tasks 1.3, 3.1, 5.1, and 6.1 set aside for DTLI implementation with San Antonio ISD. Tasks 1.1, 1.2, 2.1, 4.1, not completed in FY 2016 are hereby transferred to FY2017. A detailed Budget, labeled Exhibit B, is attached,

Contract Amount	\$ 981,748.72
Amendment Amount	\$ 335,000.00
Contract Total	<u>\$1,316,748.72</u>

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://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 January 10, 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

**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 7<sup>th</sup> day of October 2016 (month/year) by a person authorized to bind Agency.

Return an electronic copy to:  
[TEAContracts@tea.texas.gov](mailto:TEAContracts@tea.texas.gov)  
Norma Barrera, Purchasing and Contracts  
Texas Education Agency  
1701 North Congress Avenue, Room 2-125  
Austin, Texas 78701-1494

  
\_\_\_\_\_  
Mike Morath  
Commissioner of Education

## 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, 2015.

**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.

## 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)  
 Proposer Organization: University of Virginia Partners for Leadership In Education  
 Beginning and Ending Dates: September 1, 2016 – August 31, 2017

Task/Activity Numbers		Projected Completion Date and Cost by Task		
		Projected Completion Date	Per School Cost	Projected Cost for 7 Schools
<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>	June 2017	\$8,000	\$56,000
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>	August 2017		\$15,000
1.3	Targeted Professional Development for Cohort 12 Schools – SAISD. 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.	June 2017		\$39,000
<b>Total Task 1</b>			<b>\$8,000</b>	<b>\$110,000</b>
<b>2. Provide Mid-Year Professional Development</b>				
2.1	Provide Cohort Mid-Year Retreat for district and campus leadership teams.  San Antonio ISD 6 Schools @ \$15,000 <sup>2</sup> each (Cohort 12)  SAISD- Turnaround principal and 3-member school leadership team (per principal). In addition, a five-person district team.  TEA/TXCC – Up to 3 TEA representatives and 2 TXCC representatives may attend.  San Antonio ISD 1 School @ \$15,000 each (Cohort 13 Rapid Reset) SAISD- Turnaround principal and 3-member school leadership team (per principal). In addition, a five-person district team.	January/February 2017	\$15,000	\$105,000

<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.

<sup>2</sup> Per school cost does not include travel and hotel rooms. Attendance at PD sessions and meals while at hotel are included

Task/Activity Numbers		Projected Completion Date and Cost by Task		
		Projected Completion Date	Per School Cost	Projected Cost for 7 Schools
<i>Note: Per school cost does not include travel and hotel rooms. Attendance at PD sessions and meals while at hotel are included</i>				
<b>Total Task 2</b>			\$15,000	\$105,000
<b>3. Provide Spring In-District Sustainability Retreat</b>				
3.1	Conduct a local strategic retreat (in each district or combine multiple nearby districts to one location) in the spring to strategically focus strategies for continuing and sustaining the improvement gains and momentum of the turnaround initiative.  (The cost for the spring In-District Retreat is included in Ongoing Tailored Technical Assistance & Support)	March/April 2017		
<b>Total Task 3</b>			0	0
Task/Activity Numbers		Projected Completion Date and Cost by Task		
		Projected Completion Date	Per School Cost	Projected Cost for 7 Schools
<b>4. Complete and Submit TEA Required Reports &amp; Provide Targeted Assistance to TEA</b>				
4.1	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 work with TXCC mission - <i>Eileen Reed will provide local support on behalf of UVa and in coordination with William Robinson</i>	May 2017		
<b>Total Task 4</b>				\$25,000
<b>5. Conduct Evaluation</b>				
5.1	Conduct evaluation activities per approved evaluation design; submit findings to TEA	August 2017		
<b>Total Task 5</b>				\$45,000
<b>6 Provide 1.5 Day Executive Education Session Focused on Sustainability for SEA</b>				
6.1	Provide executive education experience (in Texas) for select TEA and TXCC leaders.	April or May 2017		
<b>Total Task 6</b>				\$50,000
<b>TOTAL BUDGET YEAR FOUR</b>				\$335,000

