

STATE OF TEXAS §

COUNTY OF TRAVIS §

Division Number: 315	Program Name: Texas District and School Improvement Support
Org. Code: 315-008	Legal/Funding Authority: P.L.107-110; Title I, Part A School Improvement Program
Speed Chart: 5P484	
Payee Name: Education Service Center Region 13	Payee ID: 1741590220
ISAS Contract #: 3191	PO #: 35826

Amendment No. 04

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

EDUCATION SERVICE CENTER REGION 13
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 **April 26, 2016** as follows:

ARTICLE III. PURPOSE OF CONTRACT

The purpose of this Amendment is to add a subtask of TAIS Projects, Task 4, TTIPS & Priority, for an additional \$47,000.00. The Subtask 4.6 is for conducting a MAPSS visit for four schools at a cost of \$7000.00 per school and two schools at a cost of \$9500.00 (cost increase for larger school size); and, to support Cycle 4 TTIPS campuses with pre-implementation planning. Revised Scheduled of Tasks & Activities (Exhibit A) and Budget (Exhibit B) document attached hereto and incorporated herein by reference.

ARTICLE IV. PAYMENT UNDER CONTRACT

A detailed Revised Budget, labeled Exhibit B, is attached,

Contract Amount	\$4,060,500.00
Amendment Amount	\$ 47,000.00
Contract Total	<u>\$4,107,500.00</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

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.

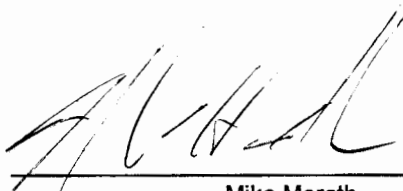
Effective 01/01/16, the mileage reimbursement rate is .54¢, the previous rate was 57.5¢ from 01/01/15 – 12/31/15. The Comptroller's website for travel rules and regulations – textravel: <https://fmx.cpa.state.tx.us/fmx/travel/textravel/index.php>. Receipts must be made available for programmatic or

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.

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: Rich Elsasser
Typed Title: Executive Director


Authorized Signature

<p>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.</p> <p>AGREED and accepted on behalf of Agency this <u>7th</u> day of <u>October 2016</u> (month/year) by a person authorized to bind Agency.</p>	
<p>Return three (3) copies with original signature to: Norma Barrera, Purchasing and Contracts</p> <p>Texas Education Agency 1701 North Congress Avenue, Room 2-125 Austin, Texas 78701-1494</p> <p>Or Send electronic copy to: TEAContracts@tea.state.tx.us</p>	<p> Mike Morath Commissioner of Education</p>

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 5, 2014.

- 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

Title of Proposed Project:	Texas District and School Improvement Support Center	
Proposer Organization (Name):	Texas Center for District and School Support (TCDSS)	
Begin Date:	9/1/2015	
Ending Date:	8/31/2016	
Yellow indicates HUB Activities-Included in Totals		
Green indicates new projects-Included in Totals		
Blue indicates locally funded projects (In-Kind)		

	Activity Numbers	Projected Completion Date	Completion Date	Projected Cost	Proposed Revised budget (Effective 4/26/2016, ending 8/31/2016)
STAFFING COSTS (1.6.1)					
Task 1: Staffing					
Activity 1.1	Management			\$327,211.00	\$327,211.00
Activity 1.2	Other staff			\$1,090,246.00	\$1,090,246.00
Activity 1.3	Administrative costs			\$89,801.00	\$89,801.00
Total Task 1				\$1,507,258.00	\$1,507,258.00
TAIS PROJECTS					
Task 1: Required TAIS Training - Cody/Rachel					
Activity 1.1	Reserve ESC Locations (or hotel) for TAIS	9/30/2015, 6/30/2016		\$10,000.00	\$10,000.00
Activity 1.2	Book staff travel	9/30/2015, 6/30/2016		\$5,000.00	\$5,000.00
Activity 1.3	TAIS Materials creation and development	9/1/2015, 6/1/2016		\$1,500.00	\$1,500.00
Activity 1.4	Presenter costs for TTIPS	7/1/2016		\$5,000.00	\$5,000.00
Activity 1.5	TTIPS Cycle 4 Kick -off training hotel (4-6 campuses)	7/1/2016		\$10,000.00	\$10,000.00
	TTIPS Cycle 3 and 4 Summer training hotel (25-27) campuses	7/1/2016		\$20,000.00	\$20,000.00
Activity 1.6	Research and content development for all TAIS and TTIPS training	6/1/2016		Staffing	Staffing
Total Task 1				\$51,500.00	\$51,500.00
Task 2: District Institute-Cody/Rachel					

Activity 2.1	Reserve location and book hotel	12/15/2015		\$20,000.00	\$20,000.00
Activity 2.2	Presenter costs	3/15/2015		\$10,000.00	\$10,000.00
Activity 2.3	Content research and development	3/15/2015		\$2,500.00	\$2,500.00
Activity 2.4	Research and development of training content	3/15/2015		Staffing	Staffing
Total Task 2				\$32,500.00	\$32,500.00
Task 3: TAIS Online Resources-Cody/Rachel					
Activity 3.1	News You Can Use (4 episodes)	11/30/2015 02/30/2016 04/30/2016 07/31/2016		\$16,000.00	\$16,000.00
Activity 3.2	As needed Online Resources	ongoing		\$12,000.00	\$12,000.00
Activity 3.3	Support Specialist assignemnt	10/1/2015		Staffing	Staffing
Activity 3.4	Research and Development for resoures and tools	ongoing		Staffing	Staffing
Activity 3.5	Review and modification of online report template	12/31/2015		\$10,000.00	\$10,000.00
Total Task 3				\$38,000.00	\$38,000.00
Task 4: TTIPS and PRIORITY -Cody/Rachel					
Activity 4.1	Develop site visit protocol and report	5/1/2016		Staffing	Staffing
Activity 4.2	Schedule site visits	01/01/2016 - 03/01/2016		Staffing	Staffing
Activity 4.4	Conduct TTIPS site visit and deliver reports	01/01/2016 - 05/01/2016		\$6,750.00	6,750.00
Activity 4.5	Facilitate TTIPS proposal Review	9/30/2015		\$40,000.00	40,000.00
Total Task 4				\$56,750.00	\$103,750.00
Task 5: Principal Leadership Academy-Cody/Rachel					
Activity 5.1	Development of Resources for Academy	ongoing		\$5,000.00	\$5,000.00
Activity 5.2	Hire content experts	12/31/2015 , 05/30/2016		\$5,000.00	\$5,000.00

Activity 5.3	Hotel and Location (4 x15K)	11/30/2015 02/30/2016 04/30/2016 07/31/2016		\$40,000.00	\$40,000
Total Task 5					
				\$60,000.00	\$90,000.00
Task 6: TAIS Resources Development-Cody/Rachel					
Activity 6.1	Filming Reward Schools (10K per school)	5/1/2016		Staffing	Staffing
Activity 6.2	Contracted services to develop resources (5K per project)	7/1/2016		Staffing	Staffing
Activity 6.3	CSL Speakers (5K per speaker)	12/31/2015 05/31/2016		Staffing	Staffing
Total Task 6				\$0.00	\$0.00
PSP PROJECTS					
Task 1: PSP Application, Placement and Payment Process-Krystal/Christine					
Activity 1.1	Facilitate the Letter of Agreement Process	9/30/2015		Staffing	Staffing
Activity 1.2	Set-up contracts with Priority PSPs	9/30/2015		Staffing	Staffing
Activity 1.3	PSP Recruitment	12/1/2015		\$500.00	\$500.00
Activity 1.4	Review and score applications	3/30/2016		Staffing	Staffing
Activity 1.5	Conduct face to face interviews at various ESCs	4/30/2016		\$4,500.00	\$4,500.00
Activity 1.6	Notify Applicants of status	7/1/2016		Staffing	Staffing
Activity 1.7	Upload PSP information in PSP Registry in ISAM	8/1/2016		Staffing	Staffing
Activity 1.8	Use PSP Registry to place TTIPS PSPs	ongoing as needed		Staffing	Staffing
Activity 1.9	Use PSP Registry to send list of PSPs to Priority Schools	ongoing as needed		Staffing	Staffing
Activity 1.10	Verify and process PSP payments	ongoing		Staffing	Staffing
Activity 1.11	Hire a temp worker			\$0.00	\$0.00
Total Task 1				\$5,000.00	\$5,000.00
Task 2: PSP Evaluation Process-Krystal/Christine					
Activity 2.1	Generate PSP Evaluation surveys for DCSI and Principals	5/31/2015		Staffing	Staffing
Activity 2.2	Create PSP Self Evaluation	5/30/2016		Staffing	Staffing
Activity 2.3	Administer surveys/self evaluation - Provide follow up to get responses	5/1/2016		Staffing	Staffing
Activity 2.4	Compile data and determine PSP Status	7/15/2016		Staffing	Staffing

Activity 2.5	Notify PSPs of status	7/15/2016		Staffing	Staffing
Activity 2.6	Support with development of Evaluation	5/1/2016		\$5,000.00	\$5,000.00
Activity 2.7	Submit annual report to TEA	8/31/2016		Staffing	Staffing
Total Task 2				\$5,000.00	\$5,000.00
Task 3: PSP Summer Institute-Krystal/Christine					
Activity 3.1	Reserve hotel	3/31/2015		\$35,000.00	\$35,000
Activity 3.2	Book speakers	7/1/2016		\$10,000.00	\$10,000
Activity 3.3	Develop content to ensure PSPs maintain standard of effectiveness	7/1/2016		Staffing	Staffing
Activity 3.4	Deliver a comprehensive PSP training based on current needs in the field	7/1/2016		Staffing	Staffing
Total Task 3				\$45,000.00	\$45,000.00
Task 4: Additional PSP Training-Krystal/Christine					
Activity 4.1	Resource and training development (1/2 day pre-sessions TAIS and TTIPS)	6/30/2016		Staffing	Staffing
Activity 4.2	Materials cost for pre-sessions	6/30/2016		\$5,000.00	\$5,000.00
Activity 4.3	PSP Collaborative Travel	4/30/2016		\$5,000.00	\$5,000.00
Activity 4.4	ESC or Hotel cost for PSP Collaborative	4/30/2016		\$14,084.00	\$14,084.00
Total Task 4				\$24,084.00	\$24,084.00
ESC PROJECTS					
Task 1: ESC Resource Center-Christine					
Activity 1.1	Maintain current ESC Resource Site	ongoing		Staffing	Staffing
Activity 1.2	Develop resources and training materials for ESCs to use when supporting statewide improvement efforts	ongoing		Staffing	Staffing
Activity 1.3	Administer annual survey to ESCs that allows them to rate their satisfaction with the services provided by the TCDSS.	7/1/2016		Staffing	Staffing
Activity 1.14	Provide newsletter or listserv updates	ongoing		Staffing	Staffing
Total Task 1				\$0.00	\$0.00
Task 2: ESC TTC Teams-Christine					
Activity 2.1	Quarterly face to face meetings booking hotel (4x10K)	11/30/2015 02/30/2016 04/30/2016 07/31/2016		\$0.00	

Activity 2.3	Materials, books and development	ongoing		\$5,000.00	5,000.00
Activity 2.5	Speakers	ongoing		\$5,000.00	5,000.00
Total Task 2				\$240,000.00	210,000.00
COMMUNICATIONS					
Task 1: TEA Communications					
Activity 1.1	PMI TETN monthly	monthly		Staffing	Staffing
Activity 1.2	TEA Collaborative meetings	monthly		Staffing	Staffing
Activity 1.3	Other meetings as requested by TEA (i.e. ACET, TITLE I, Face 2 Face)	ongoing		Staffing	Staffing
Total Task 1				\$0.00	\$0.00
Task 2: Stakeholder communications					
Activity 2.1	PSP Network listserv	ongoing		Staffing	Staffing
Activity 2.2	Email and other correspondence with DCSIs and principals as requested by TEA	ongoing		Staffing	Staffing
Total Task 2				\$0.00	\$0.00
Task 3: ISAM Communication					
Activity 3.1	Review of improvement plans and other submissions	ongoing		Staffing	Staffing
Activity 3.2	Timely review and feedback into ISAM communication log and follow-ups	ongoing		Staffing	Staffing
Total Task 3				\$0.00	\$0.00
TECHNOLOGY RESOURCES					
Task 1: Software and equipment upgrades					
Activity 1.2	Equipment upgrades for video and web development	12/1/2015		\$5,000.00	\$5,000.00
Activity 1.3	PSP Placement software development	8/31/2016		\$40,000.00	\$40,000.00
Activity 1.5	Software and licensing agreements	as needed		\$3,000.00	\$3,000.00
Total Task 3				\$58,000.00	\$58,000.00
Advancing Improvement in Educaiton Conference (AIE)					
Task 1: Planning and preparation for AIE-Rachel					
Activity 1.1	Deliver statewide conference focused on TAIS and improvemeet research	10/30/16		\$715,000.00	\$715,000.00

Activity 1.2	Book Conference speakers	03/30/16		\$60,000.00	\$60,000.00
Activity 1.3	Location reserve for 2016	09/01/15		\$25,000.00	\$25,000.00
Activity 1.4	Logisitcs planning	12/01/15		\$0.00	\$0.00
Activity 1.5	Develop technology and webased resources	ongoing		\$0.00	\$0.00
Total Task 1				\$0.00	\$0.00
				\$2,123,092.0	\$2,170,092.0
Total Budget:				0	0

*Includes ESC13 Salary increases

Indirect 5.5% (original budget); Indirect 5.387237% (amendment #4)

\$116,908	\$116,908
\$2,240,000.0	\$2,287,000.0
0	0

Exhibit B- Revised Budget 2015-2016

FY 2015 - September 1, 2015 - August 31, 2016		
Description	FY 16 Amend #3	FY 16 Amend #4
6100		
Salaries	\$1,417,457	\$1,417,457
6200		
Professional Fees & contracted Services	\$352,301	\$396,041
6300		
Supplies and Materials	\$69,500	\$66,500
6400		
Other Operating cost	\$283,834	\$290,094
Total Direct Cost	\$2,123,092	\$2,170,092
Indirect Cost 5.5% - Rate change for Amendment #4 to 5.387237	\$116,908	\$116,908
Total Cost	\$2,240,000	\$2,287,000