

STATE OF TEXAS §
COUNTY OF TRAVIS §

Division Number: 215	Program Name: T-STEM Tech Assistance
Org. Code:	Legal/Funding Authority: TEC§39.235, TAC
Speed Chart:	§1021093; GAA 84 th TX Legislature, Article III, Rider 51
Payee Name: Educate Texas	Payee ID: 17509645655
ISAS Contract #: 3236	PO #: 34706

Amendment No. 1

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

Communities Foundation of Texas, Inc, DBA Educate Texas
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 August 31, 2016 as allowed in the Contract term.

ARTICLE III. PURPOSE

The purpose of this amendment is to provide technical assistance and support to designated T-STEM Academies to ensure they fully realize the benefits of these models by implementing with fidelity the models' blueprint as well as expand upon emerging best practices. To this effect, Revised Exhibit A, Description of Deliverables, herein incorporated includes the revised tasks and activities.

ARTICLE IV. PAYMENT UNDER CONTRACT

Revised Exhibit B, Budget and Revised Exhibit C, Budget Summary and Expenditure Report are hereby incorporated.

Contract Amount FY15	\$	850,000.00
Amendment Amount	\$	950,000.00
Contract Total	\$	1,800,000.00

Additional Contract Terms and Conditions required by the 84th Texas Legislative session that are different from the Terms and Conditions of the Contract dated October 27, 2014, 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: Brent Christopher
Typed Title: President and CEO

Brent Christopher
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 10th day of November (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.state.tx.us

Michael Williams
Michael Williams
Commissioner of Education

**Revised Exhibit A
Project Deliverables
Contract #3236, Amendment 1, Educate Texas
9/1/15 to 8/31/2016**

Task/Activity Number	Begin Date	End Date	Project Lead	Description	Product, Service, or Report
Activity 1.1: Needs Assessment (103 needs assessments will be completed)	9/15	1/16	R. Pruiett /Kristin Kuhne	Educate Texas will conduct a needs assessment to help establish design plans for T-STEM campuses	<ul style="list-style-type: none"> • Detailed Program Reports • School Action Plan
Activity 1.2: Regional Training (2 regional trainings in 7 locations each for a total of 14)	9/15	8/16	R. Pruiett/D. Devora	Educate Texas will develop and support regional convenings for schools to meet, learn, and accelerate their work.	<ul style="list-style-type: none"> • Calendar of Events • Semi-annual Regional Convenings • Convening Reports:
Activity 1.3: Annual Training (2 trainings)	1/16	8/16	R. Pruiett /D.Devora	Educate Texas will develop and support an annual convening that highlights Best Practices (1/16) and another convening that supports newly designated schools (6/16) as they ramp up for launch in 2016.	<ul style="list-style-type: none"> • Calendar of Events • Annual Convening <ul style="list-style-type: none"> • Best Practices • New School Orientation • Convening Reports
Activity 1.4: Distance Virtual Training (~8-10)	9/15	8/16	R. Pruiett	Educate Texas will build a robust content platform that consists of webinars and online resources to support the growing number of schools.	<ul style="list-style-type: none"> • Calendar of Events • Online Tools and Resources • Webinar Reports

Task/ActivityNumber	Begin Date	End Date	Project Lead	Description	Product, Service, or Report
Activity 2.1: Design and Leadership Coach Coordinator	9/15	8/15	R. Pruiett	Educate Texas will have Dr. Pruiett serve as the lead design coach to support schools in establishing strong, effective design plans for moving forward. A summary of outcomes will be provided at the end of each month to show progress for schools.	<ul style="list-style-type: none"> • Designated Project Lead • Monthly Reporting
Activity 2.2: Design and Leadership Coaches (9 coaches)	9/15	8/16	R. Pruiett/D. Devora	Educate Texas will deploy a talented team of coaches to support the implementation over the course of the year.	<ul style="list-style-type: none"> • Year Long Coaching Calendar
Activity 2.3: Site Visits (~612 site visits)	9/15	8/16	R. Pruiett/D. Devora	Educate Texas will develop a coaching plan for delivering high quality site visits based on a school's designated level.	<ul style="list-style-type: none"> • Detailed Coaching Support Playbook
Activity 3.2: Website	9/15	8/16	R. Pruiett	Educate Texas will refresh the website to ensure key resources are easily accessible to schools. In addition, Educate Texas will promote the website to showcase successes and continue to build interest across the state and nation to pursue T-STEM strategies.	<ul style="list-style-type: none"> • Summary Reports • Archived Artifacts

Task/Activity Number	Begin Date	End Date	Project Lead	Description	Product, Service, or Report
Activity 4.1: Formative Campus Evaluation (102 formative evaluations including 40 on site evaluations)	10/15	4/16	R. Pruiett / K. Kuhne	Educate Texas will capture a school's progress against their plan and Blueprint Benchmarks to inform the strategy and supports moving forward.	<ul style="list-style-type: none"> Detailed School Level Reports :Comprehensive Assessment

Revised Exhibit B
Contract 3236, Amendment 1, Educate Texas
T-STEM Technical Assistance and Coaching
9/1/15 to 8/31/16

Task/Activity	Budget
Task 1 Technical Assistance	
Activity 1.1 Needs Assessment	\$ 25,000
Activity 1.2 Regional Training	\$ 62,000
Activity 1.3 Annual Training	\$ 101,000
Activity 1.4 Distance Virtual Training	\$ 26,000
Activity 1.5 Online Resources	\$ 16,000
Total Task 1	\$ 230,000
Task 2 Design & Leadership Coaching	
Activity 2.1 Coach Coordinator	\$ 92,000
Activity 2.2 Site Visits	\$ 511,000
Total Task 2	\$ 603,000
Task 3 Communication Network	
Activity 3.1 Help Desk (no cost)	
Activity 3.2 Website	\$ 27,000
Total Task 3	\$ 27,000
Task 4 School and Program Evaluation	
Activity 4.1 Formative Campus Evaluation	\$ 90,000
Total Task 4	\$ 90,000
Total Budget	\$ 950,000

Revised Scheduled C
 Contract #3236, Amendment 1, Educate Texas
 Budget Summary and Expenditure Report
 9/1/2015 to 8/31/2015

Task	Sub task	Task Description	Sub-task Activities	Estimated Start Date	Estimated End Date	Budget	Sept 2015	Oct 2015	Nov 2015	Dec 2015	Jan 2016	Feb 2016	Mar 2016	April 2016	May 2016	Jun 2016	Jul 2016	Aug 2016
1	0.01	Technical Assistance	Needs Assessment	9/1/2015	8/31/2016	\$25,000	\$15,000	\$10,000										
1	0.02	Technical Assistance	Regional Training	9/1/2015	8/31/2016	\$62,000	\$18,000	\$10,000					\$25,000	\$9,000				
1	0.03	Technical Assistance	Annual Training	9/1/2015	8/31/2016	\$101,000			\$3,000	\$4,000	\$33,000			\$1,500	\$3,500	\$46,000	\$10,000	\$0
1	0.04	Technical Assistance	Distance/Virtual Training	9/1/2015	8/31/2016	\$26,000		\$4,000	\$2,500	\$2,500		\$2,500	\$2,500	\$2,500	\$2,500	\$2,000	\$2,000	\$3,000
1	0.05	Technical Assistance	Online Resources	9/1/2015	8/31/2016	\$16,000		\$1,000	\$2,000	\$2,000		\$2,000	\$2,000	\$2,000	\$2,000	\$1,000	\$1,000	\$1,000
2	0.01	Design and Leadership Coaching	Coach Coordinator	9/1/2015	8/31/2016	\$92,000	\$8,400	\$8,000	\$8,000	\$6,800	\$7,300	\$7,600	\$7,600	\$7,600	\$7,600	\$7,600	\$7,600	\$7,600
2	0.02	Design and Leadership Coaching	Site Visits	9/1/2015	8/31/2016	\$511,000	\$45,000	\$54,000	\$48,000	\$35,000	\$35,000	\$54,000	\$54,000	\$48,000	\$45,000	\$45,000	\$36,000	\$12,000
3	0.02	Communication Network	Website	9/1/2015	8/31/2016	\$27,000	\$3,000	\$3,000	\$3,000		\$1,500	\$3,000	\$3,000	\$3,000	\$3,000	\$1,500	\$1,500	\$1,500
4	0.01	School & Program Evaluation	Formative Campus Evaluation	9/1/2015	8/3/2016	\$90,000		\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000					
						\$950,000	\$89,400	\$105,000	\$81,500	\$65,300	\$91,800	\$84,100	\$109,100	\$73,600	\$63,600	\$103,100	\$58,100	\$25,400

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 October 27, 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.