

STATE OF TEXAS §  
COUNTY OF TRAVIS §

Division Number:	215	Program Name:	Texas GEAR UP Technical Assistance
Org. Code:		Legal/Funding Authority:	
Speed Chart:			
Payee Name:	The University of Texas at Austin Institute for Public School Initiatives	Payee ID:	3721721721
ISAS Contract #:	3245	PO #:	34520

Amendment No. 02

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

The University of Texas at Austin Institute for Public School Initiatives  
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 is amended as follows:

TEA is exercising the option to renew the Contract from September 1, 2015 to August 31, 2016 as allowed in the Contract term. TEA, as its own discretion, may extend the contract awarded for one (1) additional fiscal year under the same or different terms subject to appropriations of funds by the Texas Legislature for this Project.

ARTICLE III. PURPOSE OF CONTRACT

Is amended to include a REVISED Exhibit A Description of Services with activities for the renewal period attached hereto and incorporated herein by reference.

ARTICLE IV. PAYMENT UNDER CONTRACT

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

Contract Amount:	\$ 1,457,000.00
Amendment Amount:	\$ <u>1,457,000.00</u>
Contract Total:	\$ 2,914,000.00

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 February 4, 2015 are attached and incorporated herein.

Pursuant to Section 2252.901 of the Texas Government Code, Contractor certifies that it is not a former employee of TEA or that Contractor has not been an employee of TEA for twenty four (24) months prior to the beginning date of this contract.

Contractor must make full disclosure of intent to employ or subcontract with an individual who is a former employee/retiree of TEA. Within the first twenty four (24) months of leaving employment at TEA, a former employee/retiree selected by the Contractor for employment or subcontracting, shall not perform services on a project or fill a position that the former employee/retiree worked on while employed at TEA.

Contractor shall be an independent contractor for matters relating to this Contract. Contractor and its employees are not employees of TEA for any purpose and shall not be entitled to participate in any plan, arrangement, or distribution by TEA pertaining to or in connection with any pension, bonus, or other benefit extended to TEA employees.

By entering into this Amendment, Contractor certifies and ensures that it utilizes and continue to utilize, for the term of the Contract, the U.S. Department of Homeland Security's E-Verify system to determine eligibility of: 1. All persons employed to perform duties within Texas, during the term of the Contract; and 2. All persons (including subcontractors) assigned by the Contractor to perform work pursuant to the Contract, within the United States of America. Contractor shall provide, upon request of the TEA an electronic or hardcopy screen shot of the confirmation number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by the Contractor, and Contractor's subcontractors, as proof that this provision is being followed.

If this certification is falsely made, the Contract may be immediately terminated, at the discretion of the state and at no fault to the state, with no prior notification. The Contractor shall also be responsible for the costs of any re-solicitation that the state must undertake to replace the terminated Contract

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: Elena V. Mota  
Typed Title: Assistant Director - OSP

  
\_\_\_\_\_  
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 25<sup>th</sup> day of September, 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.state.gov](mailto:TEAContracts@tea.state.gov)

  
\_\_\_\_\_  
Michael Williams  
Commissioner of Education

**Exhibit A**  
**2015-2016 GEAR UP Technical Assistance Contract**  
**Scope of Work**

**Requirements (including but not limited to):**

UT-IPSI will work with TEA to ensure timely and effective development, implementation, and dissemination of the following project requirements:

1. Provide technical assistance and support for participating Texas GEAR UP districts and partnership grants by:
  - a. Conducting a formal needs assessment a minimum of once per school year for each participating district in the state grant
    - i. Developing strategic planning reports based upon the results of the needs assessments (subtask of above Task)
  - b. Monitoring grant implementation, including student cohort participation and progress toward grant goals and objectives
    - i. Providing on-going, individualized targeted technical assistance geared towards the needs of each district
  - c. Identifying and addressing the needs of non-participating students and work with districts to mitigate any barriers to full participation
  - d. Supporting and assisting the district coordinator and district and campus leaders with program implementation, operation, and sustainability efforts
  - e. Coaching, training, and supporting district and grant staff in grant implementation; data management; data-driven intervention planning; and student, community, and parent outreach strategies
  - f. Meeting with district administrators and campus teams a minimum of once per month to provide timely updates and discuss progress on action plans based on ongoing monitoring
  - g. Creating and employing tools, including a student-based state grant data collection and reporting system and annual strategic planning reports to provide timely, data-driven feedback for districts and providers to ensure that the project is implemented with fidelity
  - h. Training districts in the use of the student-based data collection and reporting system and analytics to further the goals of the Texas GEAR UP state grant by providing quality assurance services to districts so that data are recorded correctly and providing analysis to districts and to the state office regarding trends in participation prior to the end of the year. This includes establishment and documentation of clear processes and procedures for the district to follow in relation to the collection and reporting of data into the data collection and reporting system and the establishment of clear processes for outreach in educating the grantees about the data elements (including expectations and timelines).
  - i. Implementing the College Advisor component as described in the Texas GEAR UP approved federal grant application
  - j. Overseeing contractual services to districts required through the federal application, including, but not limited to, services of the Texas Guaranteed Student Loan Corporation
    - i. Creating appropriate, efficient and cost-effective partnerships at the state level to assist with technical assistance outreach efforts
  - k. Providing ongoing information and guidance to Texas school districts regarding GEAR UP initiatives, including: college access and preparation strategies, GEAR UP promising practices, and Texas GEAR UP online resources

## **Exhibit A Description of Services**

2. Provide support for the GEAR UP state office by:
  - (a) Responding to inquiries from the public, including individuals seeking GEAR UP employment or volunteer opportunities and education vendors seeking contractual opportunities
  - (b) Identifying and ensuring attendance of appropriate personnel at the National Council for Community and Education Partnerships (NCCEP/GEAR UP) or U.S. Department of Education Office of Post-secondary Education conferences, ensuring equitable representation across the participating districts, new attendees per conference opportunity, and compliance with federal regulations
  - (c) Developing and maintaining a student-based data collection system that includes all data required and requested by TEA in furtherance of accurately completing required reports and meeting all requirements of the Texas GEAR UP program evaluation. This requires collaboration with TEA and the evaluation vendor to develop the specifications for the annual performance reporting and evaluation-specific data.
  - (d) Establishing and documenting clear processes and procedures for validating grantee-reported data for missing and anomalous data
  - (e) Providing data analysis from the student-based data collection and reporting system used by Texas GEAR UP districts regarding trends in participation
  - (f) Modifying the student-based data collection system on an ongoing basis as the evaluation plan is refined each year
  - (g) Completing the appropriate federal Annual Performance Report (APR) sections as identified by TEA and the evaluation vendor
  
3. Provide support for college and career awareness statewide by:
  - a. Participating in planning activities for Texas GEAR UP product development for the creation of student, educator, and parent resources to better help meet statewide college access and preparation needs, including additional content for Texas GEAR UP online sites
  - b. Coordinating the planning and execution of the annual Texas GEAR UP State Conference
  - c. Coordinating and convening four annual Texas GEAR UP Coalition meetings, ongoing GEAR UP Coalition communications, and two annual Texas GEAR UP district and partner meetings
  - d. Communicating and coordinating with the state office regarding creation of resources to further the state's success in meeting district needs

### **Deliverables**

#### **1. UT-IPSI will deliver the following:**

- a. Strategic planning report, including a needs assessment for each participating district on a yearly basis
- b. Action plan, to be included in the strategic planning report, reflecting steps to be taken during the contract period based on the individual districts' needs assessment
- c. Monthly reports to TEA that include district monitoring data, evidence of progress toward goals/deliverables and any new supports initiated, agendas and attendee lists from monthly meetings with districts, and information on GEAR UP inquiries from the public and others (name, affiliation, discussion, etc.)
- d. Quarterly reports on district progress on performance indicators from the data collection and reporting system

**Exhibit A**  
**Description of Services**

- e. Timely completion of the federal APR as required and in conjunction with the TEA and the evaluation vendor
- f. Calendar of events to include the four annual Texas GEAR UP Coalition meetings, two annual Texas GEAR UP district and partner meetings
- g. Timeline for data collection and reporting to include ample time for reviewing and finalizing data while meeting TEA deadlines
- h. Annual report on the results of the Texas GEAR UP State Conference workshop and conference evaluations
- i. Action plan for participating in the creation of student, educator, and parent resources including timelines
- j. Action plan for addressing GPRA goals not being met
- k. Regularly updated data system documentation including, at a minimum, definitions for each item collected, variable and table relationships, and definitions for performance measure calculations
- l. Maintenance and development of web-based and face-to-face training for districts on data collection, entry and analysis

*\*TEA reserves the right to alter or add further deliverables as the project progresses.*

**Exhibit B  
Actual Budget**

**Texas GEAR UP FY15-16 (Year 4)  
09/01/2015-08/31/2016**

		<u>ACTUAL BUDGET</u>	<u>TEA</u>
<u>UT Subaccount</u>			
12	Salaries	\$759,328	
14	Fringes	0.28 \$212,612	
	Total Salaries	\$ 971,940	
<u>UT Subaccount</u>			
41	CTK, Inc.		13,000
42	Raise Achievement		1
43	Statewide Family Support Center		1
44	TG		28,054
50	M, O, & E (50)		13,504
56	Meeting and Event Costs		79,000
59	Communication Device Allowances (CDA)		10,800
60	Conference Speakers/Summer Trainers/Professional Development/School Support		95,000
69	UT Letter of Agreement GeoFORCE -- Holding (IDC Excluded)		1
75	Travel/Other Operating		138,000
<b>TOTAL Non--Personnel</b>			<b>377,360</b>
<b>TOTAL DIRECT COSTS (DC)</b>			<b>1,349,300</b>
<b>Indirect Costs</b>			
<b>Direct Costs Excluded from IDC Calculation (Exclusions)</b>			<b>\$3,055</b>
<b>Modified Total Direct Cost (MTCD) = DC - Exclusions</b>			<b>\$1,346,245</b>
<b>90 Indirect Cost (IDC) = IDC Rate (*%) *MTDC</b>			<b>\$107,700</b>
<b>Total Project Costs (TC) = DC + IDC</b>			<b>\$ 1,457,000</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 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.