

STATE OF TEXAS §

COUNTY OF TRAVIS §

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| Division Number: <u>215</u> | Program Name: <u>IEP Team Meetings Facilitator</u> |
| Org. Code: _____ | Legal/Funding Authority: <u>IDEA-B PL 108-446</u> |
| Speed Chart: _____ | TEC 29 020; RFQ 701-15-017 |
| Payee Name: <u>Enlightenment Consulting, LLC</u> | Payee ID: <u>7002634889</u> |
| ISAS Contract #: <u>3264</u> | PO #: <u>35652</u> |

Amendment No. 2

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

Enlightenment Consulting, LLC
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, 2016** as follows:

ARTICLE II. PERIOD OF CONTRACT

TEA is exercising option to renew the contract as allowed in the Contract term from **09/01/2016 to 08/31/2017**.

ARTICLE III. PURPOSE OF CONTRACT

Contractor shall continue to serve as an independent facilitator for the Individualized Education Program (IPE) team meetings by performing duties according to the original contract. Duties include:

- assisting the committee in establishing an agenda and setting the time allotted for the meeting;
- assisting the committee in establishing a set of guidelines for the meeting;
- guiding the discussion and keeping the focus on developing a mutually-agreed-upon IEP for the child;
- ensuring that each committee member has an opportunity to speak and be heard;
- helping to resolve disagreements that may arise; and
- helping to keep the IEP team on task and within the time allotted for the meeting

ARTICLE IV. PAYMENT UNDER CONTRACT

The amount of this amendment shall not exceed **\$12,750.00** unless amended by both parties.

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| Contract Amount | \$ 5,838.00 |
| Amendment Amount | <u>\$ 12,750.00</u> |
| Contract Total | \$ 18,588.00 |

The terms of the payment under contract remain unchanged as follows:

- A. The compensation rate of a flat fee of \$750.00 per assignment. Each assignment includes preparation time, travel to and from the meeting location, facilitating the meeting, administering a survey to the members of the IEP Team, returning the completed surveys to TEA, and updating, if necessary, the Correspondence and Dispute Resolution Management System (CDRMS). Facilitator will be compensated for facilitating only one IEP team meeting per assignment.
- B. Contractor will be reimbursed for TEA-sponsored training sessions, if made available, at the hourly rate of \$50.00 for the actual time spent in training. Contractor will be reimbursed at the current state rates for transportation expenses for all TEA-sponsored training sessions. Lodging and meal expenses will only be reimbursed if the travel requires an overnight stay, and reimbursement is limited to actual expenses incurred up to the maximum state rate.
- C. Travel expenses shall be computed in accordance with rates prescribed for employees of the State of Texas by Texas laws in effect at the time such travel and expenses are incurred by the Contractor. Contractor should ensure that all travel expenses incurred are the most cost effective considering all relevant circumstances. Contractor shall maintain receipts in accordance with item H of the General Provisions. The Comptroller's website

for travel rules and regulations - tExtravel: <https://fmxcpa.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 five (7) years.

D. Contractor will not be compensated for time spent preparing billing invoices. 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.

The Comptroller's website for travel rules and regulations – tExtravel: <https://fmxcpa.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.

All other terms and conditions of the original contract and amendments remain the same and are incorporated herein as if specifically written.

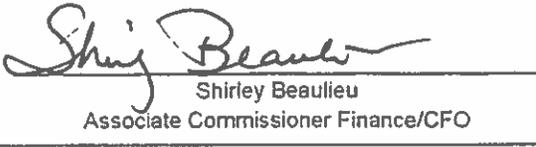
It is agreed and accepted by a person authorized to bind Contractor that all Terms and Conditions of this Amendment are effective commencing on the above date.

Typed Name: Jacqueline Turner
Typed Title: Owner


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 9th day of September 2016 (month/year) by a person authorized to bind Agency.

Return Signed copy to:
TEAContracts@tea.texas.gov


Shirley Beaulieu
Associate Commissioner Finance/CFO