

STATE OF TEXAS §

COUNTY OF TRAVIS §

Division Number:	215	Program Name:	IEP Team Meetings Facilitator
Org. Code:		Legal/Funding Authority:	TEC 29 020
Speed Chart:			
Payee Name:	Margaret Christen	Payee ID:	70000596374
ISAS Contract #:	3265	PO #:	34457

Amendment No. 2

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

Margaret Christen
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:

TEA is exercising its option to renew the contract from **September 1, 2015 to August 31, 2016**.

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://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 five (7) years.
- D. Contractor will not be compensated for time spent preparing billing invoices.

Additional Contract Terms and Conditions required by the 84th Texas Legislative session that are different from the Terms and Conditions of the Contract dated December 13, 2013 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 continues 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.

All other terms and conditions of the original contract 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: Margaret Christian
 Typed Title: Education Consultant


 Authorized Signature

<p>This section reserved for Agency use</p> <p>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>10th</u> day of <u>September 2015</u> (month/year) by a person authorized to bind Agency</p>	
<p>Return three (3) copies with original signatures 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</p>	<p> Shirley Beaulieu, Associate Commissioner Finance/CFO</p>