

STATE OF TEXAS §
COUNTY OF TRAVIS §

| | |
|-----------------------|--|
| Division Number: 213 | Program Name: Content Management and Delivery System |
| Org. Code: _____ | Legal/Funding Authority: GAA Rider 59 |
| Speed Chart: _____ | |
| Payee Name: _____ | Payee ID: 1474971048 |
| ISAS Contract #: 3422 | PO #: 34844 35896 |

Amendment No. 2

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

TEG Technologies, 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 **August 30, 2016** as follows:

ARTICLE II. PERIOD OF CONTRACT

TEA is exercising the option to extend the contract for the 2017 fiscal year commencing September 1, 2016 through August 31, 2017 as allowed in the Contract term. The contract has two additional renewal terms September 1, 2017 to August 31, 2018 and September 1, 2018 to August 31, 2019. Future renewals are contingent on the Texas Legislature appropriating funds for the project under the same or different terms.

ARTICLE III. PURPOSES OF CONTRACT

Contractor shall perform all of the functions and duties set described herein in this Amendment, which are attached hereto and incorporated by reference. The revised Budget, labeled Attachment E and Task Plan, labeled Attachment F.

ARTICLE IV. PAYMENT UNDER CONTRACT

TEA shall pay to Contractor by State of Texas warrant(s) the amount of \$2,747,220 for the performance, satisfactory to the TEA, of Contractor's functions and duties under the Amendment. Payment to Contractor by TEA will be made in accordance with the attached Fiscal Year 2017 Budget and Task Plan.

Additional Contract Terms and Conditions required by the 84th Texas Legislative session that are different from the Terms and Conditions of the Contract dated November 20, 2015 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.

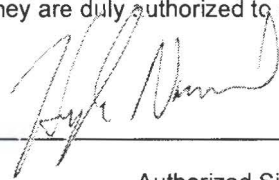
Texas Government Code §572.069. CERTAIN EMPLOYMENT FOR FORMER STATE OFFICER OR EMPLOYEE RESTRICTED. A former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving a person 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.

Effective 01/01/16, the mileage reimbursement rate is .54¢. The Comptroller's website for travel rules and regulations [textravel: https://fmx.cpa.state.tx.us/fmx/travel/textravel/index.php](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.

The individuals signing below hereby represent and warrants that they are duly authorized to execute and deliver this Amendment on behalf of their organization.

Typed Name: Hugh Norwood

Typed Title: CEO and General Manager



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 21 day of Oct 2016 (month/year) by a person authorized to bind Agency.

Return the signed contract electronically to:
TEAContracts@tea.texas.gov

Or by mail to:
Norma Barrera, Purchasing and Contracts
Texas Education Agency
1701 North Congress Avenue, Room 2-125
Austin, Texas 78701-1494



Mike Morath
Commissioner of Education

FY2017

ATTACHMENT E: REVISED BUDGET SUMMARY

Fiscal Year 2017

The information in this budget summary is true, correct and unpaid. A schedule of itemized costs shall be submitted separately upon request of the TEA Contract Administrator.

Signature of Certifying Official (Contractor) _____ date _____

I, an employee of the TEA who has knowledge of the satisfactory delivery of services by the contractor, certify that these services were rendered to TEA or goods were received by TEA and that they correspond in every particular with the agreement under which they were procured and that this invoice is true, correct, and unpaid

Signature of TEA Contract Administrator _____ date _____

| Task | Sub-Task | Task Description | Sub-Task | Start Date | End Date | Contract Budget Est. | Budget Approve | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | YTD | Balance | | |
|--------------|----------|---|-----------------|------------|-----------|----------------------|----------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|--------------|------------|------|
| 1 | | TX Gateway CMDS (license, service, support, reporting) | | 9/1/2016 | 8/31/2017 | \$ 2,125,920 | | \$ 177,160 | \$ 177,160 | \$ 177,160 | \$ 177,160 | \$ 177,160 | \$ 177,160 | \$ 177,160 | \$ 177,160 | \$ 177,160 | \$ 177,160 | \$ 177,160 | \$ 177,160 | \$ 177,160 | \$ 2,125,920 | \$ - | |
| 2 | 2.1 | TX PD Courseware License (CMDS integration, dev ops, support) | | 9/1/2016 | 8/31/2017 | \$ 321,300 | | \$ 26,775 | \$ 26,775 | \$ 26,775 | \$ 26,775 | \$ 26,775 | \$ 26,775 | \$ 26,775 | \$ 26,775 | \$ 26,775 | \$ 26,775 | \$ 26,775 | \$ 26,775 | \$ 26,775 | \$ 26,775 | \$ 321,300 | \$ - |
| 2 | 2.5 | 1st 50,000 TX PD Courseware Registrations | flat fee | 9/1/2016 | 8/31/2017 | \$ 210,000 | | \$ 17,500 | \$ 17,500 | \$ 17,500 | \$ 17,500 | \$ 17,500 | \$ 17,500 | \$ 17,500 | \$ 17,500 | \$ 17,500 | \$ 17,500 | \$ 17,500 | \$ 17,500 | \$ 17,500 | \$ 17,500 | \$ 210,000 | \$ - |
| 2 | 2.5 | 2nd 50,000 (50,001 - 100,000) Registrations | \$3.40 per reg. | 9/1/2016 | 8/31/2017 | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | 3.3 | Localization: Tech Assistance (maintenance of TCC and LTI integrations) | | 11/2/2015 | 8/31/2016 | \$ 90,000 | | \$ 30,000 | \$ - | \$ - | \$ 30,000 | \$ - | \$ - | \$ 30,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 90,000 | \$ - |
| TOTAL | | | | | | | | | | | | | | | | | | | | | | | |

Notes to Scope of Work and Budget Adjustment:

2.5 Removed all budget for registrations above 50k. Will close Gateway Courses portal at 50k

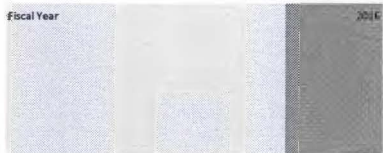
| Task | Sub-task | Task Description | Start Date | End Date |
|------|----------|--|------------|-----------|
| 1 | | TX Gateway CMDS | | |
| | | Ensure continued operation of all Gateway services, including CMDS, CDN, AWS, proprietary APIs and and all | | |
| | 1.1 | associated RESTful web services | 9/1/2016 | 8/31/2017 |
| | | Develop and manage the 2017 technology roadmap and the protocols for notification and approval for maintenance | | |
| | 1.2 | updates and new releases | 9/1/2016 | 8/31/2017 |
| | 1.3 | Determine the plan and procedures for convening stakeholder groups and soliciting user/district feedback | 9/1/2016 | 8/31/2017 |
| | 1.4 | Implement system maintenance and monitoring protocols | 9/1/2016 | 8/31/2017 |
| | 1.5 | Provide monthly usage and data analysis reports to TEA | 9/1/2016 | 8/31/2017 |
| | 1.6 | Meet with TEA monthly on progress reports, project deliverables and evaluation of progress and user experience | 9/1/2006 | 8/31/2017 |
| | 1.7 | Implement system enhancements, new features, and version releases, as designated in the technology roadmap | 9/1/2016 | 8/31/2017 |
| 1 | | | TOTAL | |
| 2 | | Gateway Courseware | | |
| | 2.2 | Ensure continued operation of OpenEdX platform, hosting & Server architecture, all LTI links, etc. | 9/1/2016 | 8/31/2017 |
| | 2.3 | Implement system maintenance and monitoring protocols | 9/1/2016 | 8/31/2017 |
| | 2.4 | Implement system enhancements, new features, and version releases, as designated in the technology roadmap | 9/1/2016 | 8/31/2017 |
| | 2.5 | Enrollment of course takers and support for all users in the system according to plan | 9/1/2016 | 8/31/2017 |
| 2 | | | TOTAL | |
| 3 | | Localization of TEA content to district LMSs: | | |
| | 3.1 | Monitor and maintain current LMS integrations for Canvas, Schoology, Moodle and Google Classroom | 9/1/2016 | 8/31/2017 |
| | 3.2 | Provide a "Developer Site" for local district staff for all LTI and TCC packages and scripts | 9/1/2016 | 8/31/2017 |
| | 3.3 | Monitor and maintain the https certificates and all 3rd party content developer links and i-frames, etc. | 9/1/2016 | 8/31/2017 |
| | 3.4 | Maintain technology support for all district personnel | 9/1/2016 | 8/31/2017 |
| 3 | | | TOTAL | |
| 4 | | Training & Support | | |

| | | | |
|-------|---|----------|-----------|
| 4.1 | Conduct orientation, training, and planning meeting with all TEA-designated content-provider teams | 9/1/2016 | 8/31/2017 |
| 4.2 | Host face-to-face workshop for content providers | 9/1/2016 | 8/31/2017 |
| 4.3 | Provide 1-hour quarterly webinars for content providers | 9/1/2016 | 8/31/2017 |
| 4.4 | Provide user-orientation and support materials on the Texas Gateway and TX PD Courseware | 9/1/2016 | 8/31/2017 |
| 4.5 | Open access to Help Desk | 9/1/2016 | 8/31/2017 |
| 4.6 | Prepare and publish a monthly user newsletter for TX Gateway for Online Resources and Online Courses | 9/1/2016 | 8/31/2017 |
| 4.7 | Write, edit, publish and maintain all training documents, handouts, and materials for statewide training efforts in 4.2, 4.4, 4.6 | 9/1/2016 | 8/31/2017 |
| 4.8 | Support TEA staff with Instructional Design coaching to increase speed and volume of Epsilon course migration | 9/1/2016 | 8/31/2017 |
| TOTAL | | | |

CONTRACT TOTAL

FY 2016

ATTACHMENT E: REVISED BUDGET SUMMARY



The information in this budget summary is true, correct and unpaid. A schedule of itemized costs shall be submitted separately upon request of the TEA Contract Administrator.

Signature of Certifying Official (Contractor) _____ date _____

I, an employee of the TEA who has knowledge of the satisfactory delivery of services by the contractor, certify that these services were rendered to TEA or goods were received by TEA and that they correspond in every particular with the agreement under which they were procured and that this invoice is true, correct, and unpaid.

Signature of TEA Contract Administrator _____ date _____

| Task | Sub-Task | Task Description | Sub-Task | Start Date | End Date | Contract Budget Est. | FULL YEAR Est. | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | YTD | Balance | |
|------|----------|---|-------------------------------|------------|-----------|----------------------|----------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|--------------|------------|------|
| 1 | | TX Gateway CMDS (license, service, support, reporting) | | 11/2/2015 | 8/31/2016 | \$ 1,720,000 | \$ 2,064,000 | \$ 172,000 | \$ 172,000 | \$ 172,000 | \$ 172,000 | \$ 172,000 | \$ 172,000 | \$ 172,000 | \$ 172,000 | \$ 172,000 | \$ 172,000 | \$ 1,720,000 | \$ - | |
| 2 | 2.1 | TX PD Courseware License (CMDS integration, dev ops, support) | | 11/2/2015 | 8/31/2016 | \$ 292,000 | \$ 314,000 | \$ - | \$ 116,000 | \$ 22,000 | \$ 22,000 | \$ 22,000 | \$ 22,000 | \$ 22,000 | \$ 22,000 | \$ 22,000 | \$ 22,000 | \$ 22,000 | \$ 292,000 | \$ - |
| 2 | 2.5 | 1st 50,000 TX PD Courseware Registrations | flat fee | 11/2/2015 | 8/31/2016 | \$ 210,000 | \$ 210,000 | | \$ 42,000 | \$ 42,000 | \$ 42,000 | \$ 42,000 | \$ 42,000 | \$ - | | | | \$ 210,000 | \$ - | |
| 2 | 2.6 | 2nd 50,000 (\$0,000-100,000) Registrations | \$2.80 per reg. | 4/28/16 | 4/26/16 | \$ 0 | \$ 140,000 | | | | | | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| 3 | 3.1 | Localization: Custom LTI modules/kits for LMS | Top 4 LMSs + Google Classroom | 11/2/2015 | 4/1/2016 | \$ 260,000 | \$ 260,000 | | \$ 28,000 | \$ 58,000 | \$ 58,000 | \$ 58,000 | \$ 58,000 | | | | | \$ 260,000 | \$ - | |
| 3 | 3.3 | Localization: Tech Assistance (up to 20 districts in Year 1) | | 11/2/2015 | 8/31/2016 | \$ 150,000 | \$ 150,000 | | \$ - | \$ - | \$ - | \$ 25,000 | \$ 25,000 | \$ 25,000 | \$ 25,000 | \$ 25,000 | \$ 25,000 | \$ 150,000 | \$ - | |
| 4 | 4.1 | Training & Support | | 1/15/2016 | 7/1/2016 | \$ 140,000 | \$ 140,000 | \$ 12,000 | \$ 48,000 | \$ 10,000 | \$ 10,000 | \$ 10,000 | \$ 10,000 | \$ 10,000 | \$ 10,000 | \$ 10,000 | \$ 10,000 | \$ 140,000 | \$ - | |
| 4 | 4.8 | Instructional Design Training & Support | | 5/1/2016 | 8/31/2016 | \$ 45,000 | \$ 45,000 | | | | | | | \$ 15,000 | \$ 10,000 | \$ 10,000 | \$ 10,000 | \$ 45,000 | \$ - | |
| 5 | 5.1 | Communication & Marketing: focus groups | | 11/2/2015 | 1/31/2016 | \$ 30,000 | \$ 30,000 | \$ 10,000 | \$ 10,000 | \$ 10,000 | | | | | | | | \$ 30,000 | \$ - | |
| 5 | 5.2 | Communication & Marketing: newsletter & awareness | | 11/2/2015 | 8/31/2016 | \$ 45,000 | \$ 45,000 | | \$ 5,000 | \$ 5,000 | \$ 5,000 | \$ 5,000 | \$ 5,000 | \$ 5,000 | \$ 5,000 | \$ 5,000 | \$ 5,000 | \$ 45,000 | \$ - | |
| 7 | 7.1 | Lesson Study/User-generated content custom interface | | 5/1/2016 | 8/31/2016 | \$ 95,000 | \$ 95,000 | | | | | | | \$ 35,000 | \$ 20,000 | \$ 20,000 | \$ 20,000 | \$ 95,000 | \$ - | |

Notes to Scope of Work and Budget Adjustment:

- 2.5 Removed Registration costs above 50,000 registrations TEA will cap course registrations within the TX PD Courseware at 50,000 for this contract period. Pricing is variable above 50k registrations, and has been reduced to \$2.80 per registration, payable monthly based on confirmed registrations
- 4.8 Added Instructional Design Training & Support task to the Scope of Work we will be providing ongoing consultation, training, support & documentation for TEA staff tasked with content migration from Edplan to the Gateway. This cost should go down over time as TEA staff become more proficient and as high-priority content migration projects are completed.
- 7.1 Lesson Study/User-generated content interface The TEA is requesting the ability for teachers and other LEA staff members to have the ability to upload content to the Gateway. This will require several modifications to the existing Gateway infrastructure, and will also require the building of a new interface for content uploading and tracking.

There is no change to the overall budget. This is a change to the particular Scopes of Work identified in revision to At F: Work Plan.