

STATE OF TEXAS §  
COUNTY OF TRAVIS §

Division Number: 214	Program Name: McKinney Vento Homeless Education Program for Children
Org. Code: 711P	Legal/Funding Authority: Title VII of the McKinney -Vento Homeless Assistance Act, Title 42, Chapter 11p, Part B; TEC Chapter 8
Speed Chart:	
Payee Name: Education Service Center Region 10	Payee ID: 175124491857
ISAS Contract #: 3456	PO #: 36196

Amendment No: 1

**AMENDMENT TO  
COOPERATIVE AGREEMENT  
BETWEEN  
TEXAS EDUCATION AGENCY (Receiving Party)  
AND**

Education Service Center Region 10  
NAME OF PERFORMING PARTY

It is mutually understood and agreed by and between the undersigned contracting parties of the above referenced contract agreement to amend said contract effective 12/1/2016 as follows:

TEA is exercising its option to renew the Contract from 12/1/2016 to 11/30/2017.

Original Contract Amount:	\$1,144,512.00
Amendment Amount:	\$1,110,136.00
Total Contract Amount:	\$2,254,648.00

**2.0 SERVICES TO BE PERFORMED:**

ESC 10 will manage the McKinney-Vento program on behalf of TEA including administration of the statewide program; grants administration for year 2 of the 66 competitive sub-grants awarded to ESC's and LEAs; training and technical assistance to all Texas LEAs regarding the McKinney-Vento homeless education program.

Revised Appendix Three, Tasks and Activities and Revised Appendix Four, Budget and Invoice Format attached hereto, are hereby incorporated by reference and made, therefore, a part of this contract.

**5.0 PAYMENT UNDER CONTRACT:**

Subject to the availability to TEA of funds for the purpose(s) of this contract, TEA shall pay to Contractor by State of Texas warrant(s) the amount of \$1,110,136.00 for the performance, satisfactory to the TEA, of Contractor's functions and duties under this Contract. Payment to Contractor by TEA will be made in accordance with the Task Activity Plan and Budget, labeled Attachment 1, which is attached hereto and incorporated herein by reference.

Prior to authorizing payment to Contractor, TEA will evaluate Contractor's performance using the performance standards set forth in all documents constituting this Contract. Contractor must provide invoices along with sufficient supporting detail/reports to TEA for deliverables or services provided/performed. No payment will be made under this Contract without the prior submission of detailed, correct invoices. To request reimbursement, Contractor will use the Invoice Template hereby incorporated.

Sufficient supporting detail must provide an audit trail which allows the Agency to determine and fully document that (1) invoiced goods and services have been received and accepted, (2) costs/expenditures are allowable, and (3) invoices map directly to contract tasks, activities, and/or deliverables.

**Certification:**

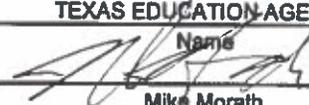
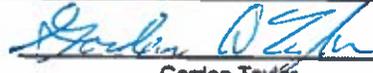
Pursuant to Section 2252.901 of the Texas Government Code, Contractor certifies that it is not a former employee of TEA or that Contractor has not been an employee of TEA for twelve (12) months prior to the beginning date of this contract.

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 twelve 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.

The State of Texas Travel Guidelines specifies reimbursement rates for lodging, meals, and mileage. Refer to the current rates located at CPA's State of Texas Travel Guidelines website:  
<https://fmx.cpa.state.tx.us/fmx/travel/texttravel/index.php>.

**Revisions to the Contract General Provisions are indicated below:**

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 (24 months) of the date the officer's or employee's service or employment with the state agency ceased.

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 the authorized representatives of the undersigned parties that all terms and conditions of this amendment are effective on the date written above.	
RECEIVING PARTY	PERFORMING PARTY
TEXAS EDUCATION AGENCY	EDUCATION SERVICE CENTER REGION 10
By:  Name Mike Morath	By:  Name Gordon Taylor
Commissioner of Education	Executive Director
<u>2/2/17</u> Date	<u>1-23-17</u> Date
Return signed copy to: TEAContracts@tea.texas.gov	

**Revised Appendix Three  
Homeless Education Program for Children and Youth  
Task and Activity Plan  
ESC 10**

	Activity	Begin Date	End Date
	Activities to coordinate, implement, and manage the homeless education program		
1-1	Assist with updates to the Texas Consolidated State Plan for the Education of Homeless Children and Youth (State Plan), as requested by TEA, and ensure that all components are used to guide planning and are addressed in program activities and action steps.	12/1/2016	3/31/2017
1-2	Coordinate and participate in at least 8 management meetings regarding the McKinney-Vento (MV) Homeless Education program. Complete agendas and minutes for each meeting and an action-plan that is aligned with the State Plan to support planning efforts.	12/1/2016	11/30/2017
1-3	Coordinate and facilitate regular MV leadership planning meetings with TEA to address program needs and goals.	12/1/2016	11/30/2017
1-4	Develop a work plan/timeline that includes activities and action steps aligned with the State Plan objectives, and ensure ESC Region 10 (R10) and subcontractor timelines and objectives and program goals are met in the 2016-17 school year.	12/1/2016	11/30/2017
1-5	Develop and use a tool to track and monitor implementation of ESSA requirements and policy questions and corresponding TEA input/guidance concerning implementation.	12/1/2016	11/30/2017
1-6	Review state and federal laws, rules and TEA policy documents related to homeless education to recommend revised policies, guidance, tools, resources, and professional development aligned with ESSA requirements in order to remove barriers to the enrollment, identification and other challenges related to the education of homeless children and youth, as needed.	12/1/2016	11/30/2017
1-7	Provide input and support to TEA in developing a statewide MV monitoring system (including gathering input from NCHE, other large states, and supporting TEA in the overall implementation and development of a monitoring system)	12/1/2016	11/30/2017
1-8	Provide input and support to TEA in designing and implementing ESSA's mandatory statewide training requirements.	12/1/2016	11/30/2017
1-9	Provide input and support and coordinate with TEA on Dispute Resolution, complaint responses and technical assistance materials for LEAs.	12/1/2016	11/30/2017
1-10	Develop and revise all MV training tools, fact sheets, information briefs, website information, FAQ and other resources to align with ESSA provisions. Additionally, develop resources and tools including an introductory MV implementation check-list and training guide; a checklist of laws/policy requirements; a tool that highlights lessons learned/promising practices from sub-grant recipients, additional FAQs as needed, and a resource for charter schools.	12/1/2016	11/30/2017

1-11	Provide oversight to the Texas Homeless Education Office (THEO) regarding communications, website, training tools and resources developed to ensure consistency and quality across materials disseminated on behalf of TEA and USDE in Texas.	12/1/2016	11/30/2017
1-12	Update/revise MV Poster and Resources	12/1/2016	5/30/2017
1-13	Work with TEA to review agency information and provide recommendations to ensure that TEA Student Attendance Accounting Handbook, PEIMS Data Standards, Transportation Allotment Guidebook, TAA Annual Enrollment Letter, TEA website and other TEA resources are aligned with MV laws and practice. Ensure that information referenced aligns with other MV materials and resources available on THEO and R10 website.	12/1/2016	11/30/2017
1-14	Assist LEAs with capacity building to ensure that MV requirements are implemented appropriately.	12/1/2016	11/30/2017
1-15	Develop resources to assist schools with transition assistance for students who are homeless as required by TEC § 25.007 and other state laws, as identified.	12/1/2016	11/30/2017
1-16	Serve as fiscal agent to manage the budget and all fiscal activities associated with the program.	12/1/2016	11/30/2017
1-17	Prepare and submit summative report on MV including Consolidated State Performance Report (CSPR) data and any other relevant data related to the program.	12/1/2016	10/1/2017
1-18	Implement a data-driven process for identifying districts who need additional technical assistance regarding identifying and enrolling students and monitoring student progress.	12/1/2016	11/30/2017
1-19	Coordinate and document TEA, ESC Region 10 and THEO collaboration with various national, state, and community service organizations such as social service boards and other community agencies including Texas Interagency Council on Homelessness, Child Protective Services, National Association for the Education of Homeless Children and Youth (NAEHCY), Title I State-Wide Parent Focus Group, Governor's Early Childhood Intervention Advisory Council, Part B State Advisory Panels, Part C State Interagency Coordinating Council, and others to fulfill MV ESSA and state law requirements.	12/1/2016	11/30/2017
<b>Activities to deliver ongoing professional development and technical assistance for the homeless education program</b>			
2-1	Provide and document technical assistance to district and charter school staff, homeless liaisons, students, and parents regarding MV (documentation should include date, issue/challenge, ESC region and whether the LEA served was a sub-grant recipient or not). Use the data to inform revised program activities and goals. Include summary in progress reports submitted to the agency for payment.	12/1/2016	11/30/2017
2-2	Develop and deliver professional development in face-to-face settings at regional education service centers (at least 1 per region) and at conferences, and using videos, webinars (at least 12) and teleconferences to increase statewide awareness regarding MV.	12/1/2016	11/30/2017
2-3	Track the training conducted including documentation of participant numbers, homeless liaisons in attendance and location and include this information on summary reports provided to TEA.	12/1/2016	11/30/2017

2-4	Engage ESCs in at least 2 TETNs	12/1/2016	11/30/2017
2-5	Build capacity and leverage ESC Homeless Liaisons to develop and deliver professional development and technical assistance regionally and locally.	12/1/2016	11/30/2017
2-6	Finalize and implement the train-the-trainer MV curriculum that can be used by ESCs, LEAs and others to provide training locally, including updates and additions to the TOT training video series, as needed.	12/1/2016	11/30/2017
2-7	Support and assist TEA in strengthening capacity with Charter Schools and Charter School Networks and the Texas Virtual School Network to ensure full understanding and implementation of MV, including identifying training opportunities and providing training.	12/1/2016	11/30/2017
2-8	Plan, prepare and host an annual conference for district homeless liaisons and other homeless service providers.	12/1/2016	11/30/2017
2-9	Prepare messages as necessary and as requested by TEA for review and dissemination via TEA listserv addressing Homeless Education.	12/1/2016	11/30/2017
2-10	Train and support staff at LEAs, Head Start/Perks/early childhood programs, community agencies, and other agencies regarding the identification and education of children and youth experiencing homelessness.	12/1/2016	11/30/2017
2-11	Provide training and information concerning LEAs' responsibilities to refer families to local service providers and coordination with HUD and other local housing resources, per ESSA requirements.	12/1/2016	11/30/2017
<b>Activities to administer the McKinney-Vento Homeless Education sub-grants</b>			
3-1	Administer and monitor a competitive sub-grant award process for implementing local MV projects including providing funding to local district sub grantees; receiving, reviewing and processing sub-grant program and expenditure reports; and ensuring that EDGAR requirements are met.	12/1/2016	11/30/2017
3-2	Ensure that sub-grant recipients provide a report with a full description of activities conducted for payment.	12/1/2016	11/30/2017
3-3	Oversee sub-grantee funding and develop performance measurement/evaluation activities to ensure that all compliance requirements are met.	12/1/2016	11/30/2017
3-4	The sub-grant recipient must provide a end-of-year report with a full description of activities conducted using grant funds.	12/1/2016	11/30/2017
3-5	Ensure that THEO conducts fiscal and program monitoring of sub-grants progress, through progress reports, desk reviews, and site visits, as required by EDGAR Section 200.331 for pass through agencies.	12/1/2016	11/30/2017
3-6	Revise and streamline the sub-grantee award and implementation process to include risk assessment that triggers a more in-depth review, technical assistance, and/or training. Track activities and expenditures and document highlights of effective strategies carried out by sub grantees with funds awarded.	12/1/2016	11/30/2017
3-7	Conduct mid-year reviews, administer continuation applications and provide ongoing support throughout grant cycle for eligible recipients.	12/1/2016	11/30/2017

3-8	Revise and streamline end of year report to include tracking of activities and outcomes that support the academic, behavioral, and social-emotional needs of students.	12/1/2016	11/30/2017
3-9	Approve sub grantee amendments and provide amended NOGAs for such amendments.	12/1/2016	11/30/2017
3-10	Develop and use a method to track and ensure implementation of ESSA requirements for sub-grant recipients.	12/1/2016	11/30/2017

**Revised Appendix Four  
Homeless Education Program for Children and Youth  
Budget and Invoice Format  
12/1/2016 to 11/30/2017  
ESC 10**

Cost Category	Description	Budget
<b>TASK 1 –</b>		
6100	Payroll	\$ 62,569.00
6110	Professional Personnel	\$ 52,691.00
6120	Support Personnel	\$ 1,717.00
6140	Employee Benefits	\$ 8,161.00
6200	Contracted Services	\$ 312,506.00
6260	Rentals	
6290	Miscellaneous Contracted Service (under \$25,000 each)	\$ 81,875.00
6290	Contracts Greater than \$25,000	\$ 230,631.00
6300	Materials & Supplies	
6330	Testing Materials	
6390	Supplies and Materials	\$ 13,940.00
6400	Other Operating Costs	\$ 6,282.00
6410	Travel, Subsistence and Stipends	\$ 6,250.00
6420	Insurance and Bonding Costs	\$ 32.00
6490	Miscellaneous Operating Costs	
6600	Capital Outlay	\$ -
66XX*		
<b>TASK 1 Total Direct Costs</b>		<b>\$ 381,357.00</b>
Direct Costs Excluded from IDC Calculation (Exclusions)		\$ 180,631.00
Modified Total Direct Costs (MTDC) = DC - Exclusions		\$ 200,726.00
Indirect Costs (IDC) = MTDC x IDC Rate 5.115%		\$ 10,267.13
<b>TASK 1 TOTAL</b>		<b>\$ 391,624.13</b>
<b>TASK 2 –</b>		
6100	Payroll	\$ 63,047.00
6110	Professional Personnel	\$ 48,816.00
6120	Support Personnel	\$ 6,008.00
6140	Employee Benefits	\$ 8,223.00
6200	Contracted Services	\$ 407,078.00
6260	Rentals	
6290	Miscellaneous Contracted Services (Under \$25,000 each)	\$ 103,813.00
6290	Contracts Greater than \$25,000	\$ 303,265.00
6300	Materials & Supplies	\$ 13,530.00
6320	Reading Materials	

6390	Supplies and Materials	\$	13,530.00
6400	Other Operating Costs	\$	6,250.00
6410	Travel, Subsistence and Stipends	\$	6,250.00
6420	Insurance and Bonding Costs		
6490	Miscellaneous Operating Costs		
6600	Capital Outlay	\$	-
66XX*			
<b>TASK 2 Total Direct Costs</b>		<b>\$</b>	<b>489,905.00</b>
Direct Costs Excluded from IDC Calculation (Exclusions)		\$	221,611.00
Modified Total Direct Costs (MTDC) = DC - Exclusions		\$	278,270.00
Indirect Costs (IDC) = MTDC x IDC Rate 5.115%		\$	14,233.51
<b>TASK 2 TOTAL</b>		<b>\$</b>	<b>504,138.51</b>
<b>TASK 3-</b>			
6100	Payroll	\$	33,571.00
6110	Professional Personnel	\$	28,334.00
6120	Support Personnel	\$	859.00
6140	Employee Benefits	\$	4,378.00
6200	Contracted Services	\$	166,560.00
6290	Miscellaneous Contracted Services (under \$25,000 each)	\$	2,016.00
6290	Contracts Greater than \$25,000	\$	164,544.00
6300	Materials & Supplies	\$	13,954.35
63XX*	Supplies and Materials	\$	13,954.35
6400	Other Operating Costs	\$	288.00
6420	Insurance and Bonding Costs	\$	288.00
6600	Capital Outlay	\$	-
66XX*			
<b>TASK 3 Total Direct Costs</b>		<b>\$</b>	<b>214,373.35</b>
Direct Costs Excluded from IDC Calculation (Exclusions)		\$	158,294.00
Modified Total Direct Costs (MTDC) = DC - Exclusions		\$	56,079.35
Indirect Costs (IDC) = MTDC x IDC Rate 5.115%		\$	2,868.46
<b>TASK 3 TOTAL</b>		<b>\$</b>	<b>217,241.81</b>
<b>TOTAL BUDGET AMOUNT</b>		<b>\$</b>	<b>1,110,136.00</b>

**Subcontractor Budget Detail**  
**Between ESC 10 and University of Texas Dana Center**  
**12/1/2016 to 11/30/2017**

Budget Item		2016-2017 Budget
<b>1</b>	<b>Staff Salary and Benefits</b>	
1.1	THEO Project Director @ 100% FTE	\$117,687
1.2	THEO Senior Program Coordinators (3) @ 100% FTE	\$294,380
1.3	THEO Program Coordinator (vacant) @ 100% FTE	\$99,527
1.4	THEO Administrative Associate @ 100% FTE	\$71,403
1.5	Dana Center Core Support -- estimate of billed services	\$58,000
<b>1.6</b>	<b>Subtotal</b>	<b>\$640,997</b>
<b>2</b>	<b>Contracted Services</b>	
2.1	Contracted Specialists to be determined	\$2,000
2.2	Contractor work on the homeless liaison website	\$2,500
2.3	Contractor work on the THEO FaceBook and blog	\$4,000
<b>2.4</b>	<b>Subtotal</b>	<b>\$8,500</b>
<b>3</b>	<b>Staff Travel and Other Operating Costs</b>	
3.1	THEO staff professional development	\$14,000
3.2	THEO Program visits, USDE/THN/Region 10 travel, trainings, etc.	\$60,000
<b>3.3</b>	<b>Subtotal</b>	<b>\$74,000</b>
<b>4</b>	<b>General Office Operations</b>	
4.1	THEO off-site copying for bulk distribution	\$0
4.2	THEO Postage and Shipping	\$2,300
4.3	THEO internal office photocopies and computer printer charges	\$9,000
4.4	Phone (hotline, equipment rental, voice mail, long distance, mainframe)	\$1,000
4.5	THEO Office supplies (flip charts, folders, pens, markers, staples)	\$6,000
4.6	THEO Computer supplies, software upgrades	\$1,000
4.7	THEO Subscriptions and memberships	\$1,000
4.8	Non-capitalized equipment (computers, projectors, monitors, desks, etc.)	\$6,800
4.9	<i>TrackVia contact database annual subscription w/ discount</i>	\$0
	<b>Subtotal</b>	<b>\$27,100</b>
<b>5</b>	<b>Total Dana Center Direct Costs</b>	<b>\$750,597</b>
<b>6</b>	<b>UT Indirect Costs (5.115% of Direct Costs)</b>	<b>\$38,393</b>
<b>7</b>	<b>Total Region 10 Contract with the Dana Center (Admin Funds)</b>	<b>\$788,990</b>

**Invoice Format**

<b>Contract &amp; Invoice Information</b>	
<b>Payee Name</b>	ESC Region 10
<b>PO Number</b>	
<b>Contract Number</b>	
<b>Payee VID</b>	
<b>Payee Mailing Address</b>	
<b>Invoice Date</b>	
<b>Invoice Total</b>	
<b>Dates of Service</b>	
<b>Payee Contact &amp; Phone</b>	

<b>Sub-Object</b>	<b>Description</b>	<b>Budget Amount</b>	<b>Current Expenditures for Reporting Period</b>	<b>Details on Activities Completed (Link to sub-task)</b>	<b>Cumulative Expenditures to Date</b>	<b>Remaining Budget to Date</b>
<b>TASK 1 –</b>						
6100	Payroll					
61XX*						
6200	Contracted Services					
62XX*						
6300	Materials & Supplies					
63XX*						
6400	Other Operating Costs					
64XX*						
6600	Capital Outlay					

66XX*						
<b>TASK 1 Total Direct Costs</b>						
Direct Costs Excluded from IDC Calculation (Exclusions)						
Modified Total Direct Costs (MTDC) = DC - Exclusions						
Indirect Costs (IDC) = MTDC x IDC Rate X.XX%						
<b>TASK 1 TOTAL</b>						
<b>TASK 2 –</b>						
6100	Payroll					
61XX*						
61XX*						
6200	Contracted Services					
62XX*						
62XX*						
6300	Materials & Supplies					
63XX*						
63XX*						
6400	Other Operating Costs					
64XX*						
64XX*						
6600	Capital Outlay					
66XX*						
66XX*						
<b>TASK 2 Direct Costs</b>						
Direct Costs Excluded from IDC Calculation (Exclusions)						
Modified Total Direct Costs (MTDC) = DC - Exclusions						

Indirect Costs (IDC) = MTDC x IDC Rate X.XX%						
<b>TASK 2 TOTAL</b>						
<b>TASK 3A –</b>						
6100	Payroll					
61XX*						
61XX*						
6200	Contracted Services					
62XX*						
6300	Materials & Supplies					
63XX*						
6400	Other Operating Costs					
64XX*						
6600	Capital Outlay					
66XX*						
<b>TASK 3 Direct Costs</b>						
Direct Costs Excluded from IDC Calculation (Exclusions)						
Modified Total Direct Costs (MTDC) = DC - Exclusions						
Indirect Costs (IDC) = MTDC x IDC Rate X.XX%						
<b>TASK 5 TOTAL</b>						
<b>TOTAL BUDGET AMOUNT (ALL TASKS )/INVOICE AMOUNT</b>						