

STATE OF TEXAS §  
COUNTY OF TRAVIS §

Division Number: 214	Program Name: Student Success Initiative Support Program
Org. Code: _____	Legal/Funding Authority: _____
Speed Chart: _____	
Payee Name: Compass Learning	Payee ID: 1271342439
ISAS Contract #: 3463	PO #: _____

Amendment No. 1

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

Compass Learning Inc  
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 III. PURPOSES OF CONTRACT**

Contractor shall perform all of the functions and duties set described herein in this Amendment. The revised Tasks and Budget for Year 2 of the Student Success Initiative Support Program labeled Exhibit A, which are attached hereto and incorporated by reference to the TEA Student Success Initiative Support Program Contract #3463, The document defines the Contractor proposed Year 2 statement of work (SOW), deliverables, and performance measures.

**ARTICLE IV. PAYMENT UNDER CONTRACT**

TEA shall pay to Contractor by State of Texas warrant(s) 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 Exhibit A.

Year One February 12, 2016 – August 31, 2016	\$2,728,000.00
Year Two September 1, 2016 – August 31, 2017	<u>\$2,728,000.00</u>
Total	\$5,456,000.00

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 texttravel: <https://fmx.cpa.state.tx.us/fmx/travel/texttravel/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.


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: Gina Rivera  
Typed Title: Director, Business Administration

  
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 \_\_\_\_\_ day of \_\_\_\_\_ (month/year) by a person authorized to bind Agency.

Return the signed contract electronically to:  
[TEAContracts@tea.texas.gov](mailto: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



**Exhibit A – Revised Tasks and Budget for Year 2 of the Student Success Initiative Support Program Contract #3463**

**Compass Learning Year 2 SSI Payment Proposal**

August 19, 2016

Building on a very successful Year 1 implementation, Compass Learning, an Edgenuity company, is pleased to present this Payment Proposal for Year 2 of the Student Success Initiative Support Program. This proposal defines our proposed Year 2 statement of work (SOW), deliverables, and performance measures and will be incorporated to TEA Student Success Initiative Support Program Contract #3463. This SOW is scoped to the budgeted funds for Year 2 as defined by the Contract; should additional funds become available, we will propose an amended SOW for additional services we believe will further expand and strengthen the implementation.

**Compass Learning proposed budget category weightings for Year 2:**

Total Budget for SY16-17	\$2,728,000
Category 1 (45% of Total Budget)	\$1,229,900
Category 2 (55% of Total Budget)	\$1,498,100

Category 1	Amount
Item 1: Project Activities (43% of Category 1)	\$524,900
Item 2: Professional Development (57% of Category 1)	\$705,000
<b>Total</b>	<b>\$1,229,900</b>

Category 2	Amount
Item 3: Student Enrollment (10% of Category 2)	\$149,810
Item 4: Dosage (80% of Category 2)	\$1,198,480
Item 5: Student Performance (10% of Category 2)	\$149,810
<b>Total</b>	<b>\$1,498,100</b>

**Category 1 Details**

*Item 1: Project Activities*

Our Project Activities comprise the following components:

- Dedicated project manager to coordinate activities with ESCs and districts and ensure success of high-quality implementation.
- Pre-implementation design and planning consulting with enrolling districts:
  - Review best practices and assess readiness for implementing adolescent literacy and digital learning strategies.
  - Agree on recommendations:
    - Identify prioritized needs and target student populations.
    - Review, assess readiness for, and select implementation models, e.g., in-class blended, pull-out intervention/acceleration, scheduled intervention/acceleration.
    - Review, assess readiness for, and select data-informed instructional strategies.
    - Review dosage recommendations.
  - Align on success metrics and performance measures.
  - Establish a project plan and timeline.
  - Customize Professional Development plan.
  - Align on communication goals and strategies.
- Reporting
  - Preparation and delivery of monthly and end-of-year reports.

**Item 2: Professional Development**

Our overall PD strategy is as follows:

- 1) Provide self-paced eLearning modules to help teachers get started quickly upon enrollment.
- 2) Build training and support capacity at Educational Service Centers.
- 3) Develop certified trainers within each district for sustainability.
- 4) Provide all teachers with access to live and recorded webinars focused on instructional best practices.
- 5) Create a Texas SSI support portal/hub with access to all teachers.
- 6) Provide leadership training and workshops for support and monitoring progress.

**Year 2 Invoice Schedule for Category 1: PD and Program Activities**

Invoices will be created on first of month for activities completed in previous month.

Year 2 PD & Program Activities	Amount	Price/Each	Total
SSI Onsite Workshops	300	\$1,750	\$525,000
SSI Virtual Training Days	150	\$1,200	\$180,000
SSI Project Management (months)	12	\$6,000	\$72,000
Prep and Delivery of Standard Monthly Report Trio*	12	\$6,000	\$72,000
Design Consulting with Enrolled Districts (months)	7	\$51,557	\$360,900
Prep and Delivery of Mid & End of Year Reports	2	\$10,000	\$20,000
			\$1,229,900

**Category 2 Details**

**Item 3: Enrollment**

We intend to expend significant effort to enroll students across the state and have set the following enrollment thresholds:

**Year 2 Billing Schedule for Enrollment:**

**Item 3: Enrollment**

Cumulative Enrollment	Possible Amount
51,500	\$59,924
128,750	\$29,962
257,500	\$29,962
489,250	\$29,962
<b>Total</b>	<b>\$149,810</b>

**Item 4: Dosage**

We applaud the TEA for its innovative approach in compensating vendors not merely for enrollment, but for dosage and performance. We will build on Year 1's success in motivating student engagement with the instructional content and assessments, and have set the following dosage thresholds for Year 2:

**Year 2 Billing Schedule for Dosage:**

**Item 4: Dosage**

Total Activities Completed	Possible Amount
26,100	\$479,392
52,200	\$239,696



	130,500	\$239,696
	287,100	\$239,696
<b>Total</b>		<b>\$1,198,480</b>

*Item 5: Student Performance*

We support the TEA's tying payments to student performance, as it aligns with our own commitment to tracking efficacy and holding ourselves accountable to impacting student outcomes. We agree to the Terms for Score Improvement and billing schedule for the 2016-17 School Year:

<b>SY 2016-17: ELA &amp; Reading, Grades 6-8</b>				
<b>Student Growth Report* Schedule</b>	<b>STAAR® Testing Dates</b>	<b>Test Comparison***</b>	<b>Terms for Score Improvement</b>	<b>Month "Student Performance" May Be Billed if "Terms for Score Improvement" Are Met ***</b>
Due March 24	March 28 Grade 8	2016 1 <sup>st</sup> STAAR® administration to 2017 1 <sup>st</sup> STAAR® administration	3% increase in the campus passing rate in at least 50% of the campuses listed in the "student growth report"	May invoice
Due May 5	May 9 Grades 6 and 7	2016 1 <sup>st</sup> STAAR® administration to 2017 1 <sup>st</sup> STAAR® administration	3% increase in the campus passing rate in at least 50% of the campuses listed in the "student growth report"	July invoice
	May 9 Retest grade 8	2017 1 <sup>st</sup> STAAR® administration to 2017 2 <sup>nd</sup> STAAR® administration	--and-- 10% increase in the campus passing rate in at least 50% of the campuses listed in the "student growth report"	
Due June 19	June 21 Retest grade 8	2017 2 <sup>nd</sup> STAAR® administration to 2017 3 <sup>rd</sup> STAAR® administration	5% increase in the campus passing rate in at least 50% of the campuses listed in the "student growth report"	August invoice

Year 2 Billing Schedule for Student Performance

**Item 5: Student Performance**

	<b>Possible Amount</b>
May Invoice	\$49,937
July Invoice	\$49,937
August Invoice	\$49,937
<b>Total</b>	<b>\$149,810</b>