

STATE OF TEXAS §  
COUNTY OF TRAVIS §

Division Number: 900-006	Program Name: Reading Excellence Team Pilot Program
Org. Code: _____	Legal/Funding Authority: SB 935
Speed Chart: 7P010	TGC 791 & TEC Ch.8
Payee Name: Education Service Center Region 18	Payee ID: 1751247814
ISAS Contract #: 3660	PO #: 36198

Amendment No: 01

**AMENDMENT TO  
INTERLOCAL COOPERATION CONTRACT  
BETWEEN  
TEXAS EDUCATION AGENCY (Receiving Party)  
AND**

**EDUCATION SERVICE CENTER REGION 18**  
NAME OF PERFORMING PARTY

It is mutually understood and agreed by and between the undersigned contracting parties of the above referenced contract to amend said contract effective as of the date executed by the parties as follows:

The Contract Amount is decreased \$100,000 based on a reduction of Perform Party full-time employees billable to Receiving Party from four (4) to three (3). A revised Appendix Two, Revised Budget, is attached hereto and replaces in full any prior version. The Contract Amount is summarized as follows:

Contract Amount:	\$412,000.00
Amendment Amount:	-\$100,000.00
Total Contract Amount:	\$312,000.00

Receiving Party shall pay Performing Party in accordance with the approved budget for the services performed described in this ICC. Receiving Party shall pay for services received from the appropriation item or account from which the Receiving Party would ordinarily make expenditures for similar services or resources. Payments received by the Performing Party shall be credited to its current appropriation item(s) or account(s) from which the expenditure for the services or resources was made.

Performing Party shall bill Receiving Party monthly for services rendered in accordance with the provisions of the ICC. Performing Party may submit invoices electronically to the following email address: [TEAAccountsPayable@tea.texas.gov](mailto:TEAAccountsPayable@tea.texas.gov) or the Performing Party can direct invoices to:

Texas Education Agency  
Attn: Accounting Department  
1701 N. Congress Ave.,  
Austin, Texas 78701-1494

Purchases of food are generally prohibited and must be preapproved by the TEA Project Manager. Food purchases must be in accordance with Federal Regulations, Title 2, Subtitle A, Chapter II, Part 200, Subpart E, §200.432. Purchases must be necessary and reasonable for the successful performance of the Contract. This applies to both federal and state funded contracts. Website to view the regulations: [http://www.ecfr.gov/cgi-bin/text-idx?SID=f61b41b94d57ed256eb46811a14d243d&mc=true&node=se2.1.200\\_1432&rgn=div8](http://www.ecfr.gov/cgi-bin/text-idx?SID=f61b41b94d57ed256eb46811a14d243d&mc=true&node=se2.1.200_1432&rgn=div8)

TEA follows the Federal Rate Schedule for reimbursement of meal and lodging expenditures adopted by the State of Texas. Performing Agency shall maintain receipts in according. 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. Effective 01/01/17, the mileage rate is 53.5¢.

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.

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 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 18
By: <u><i>Kara Belew</i></u> Name Kara Belew	By: <u><i>John Thomas</i></u> Name John Thomas
Deputy Commissioner Finance Administration	Executive Director
<u>5-18-17</u> Date	<u>5-17-2017</u> Date
Return one copy electronically to <a href="mailto:TEAContracts@tea.state.tx.us">TEAContracts@tea.state.tx.us</a>	

**Appendix Two (Amendment 1)  
ESC REGION 18  
READING EXCELLENCE TEAM PROGRAM 2016-2017**

<b>Cost Categories</b>	<b>Original Approved Budget</b>	<b>Revised Budget end 8/31/17</b>
<b>A. Services</b>		
1. Payroll	290,887	203,178.00
2. Fringe Benefits	26,691	17,749
3. Travel	12,000	12,000
4. Travel to Austin	12,000	12,000
5. Contracted Services	40,726	10,000
6. Training Reimbursement	0	0
<b>B. Resources</b>		
1. Equipment	0	0
2. Supplies & Materials	14,476	45,202
Consumable supplies	0	0
Communication Costs	0	0
3. Other Operating Costs	0	0
Indirect Costs	15,220	11,871
<b>Subtotal of Services:</b>	<b>412,000</b>	<b>312,000</b>