

STATE OF TEXAS §

COUNTY OF TRAVIS §

<b>Division Number:</b> 300	<b>Program Name:</b> Reading Excellence Team Pilot Program (RET)
<b>Org. Code:</b> _____	<b>Legal/Funding Authority:</b> SB935
<b>Speed Chart:</b> _____	TGC 791 & TEC Ch8
<b>Payee Name:</b> Education Service Center Region 20	<b>Payee ID:</b> 1741587461
<b>ISAS Contract #:</b> 3661	<b>PO #:</b> 36199

Amendment No: 01

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

Education Service Center Region 20

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 July 2017 as follows:

The amendment to the Contract includes a Revised Budget between the cost categories in excess of 25% but does not change the total contract amount. These changes are reflected in the Revised Budget, Appendix Two, attached hereto and incorporated herein by reference.

Contract Amount: \$405,000.00  
 Amendment Amount: No Change  
 Total Contract Amount: \$405,000.00

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:

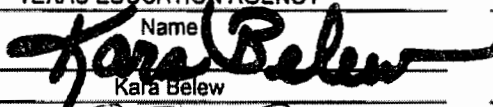
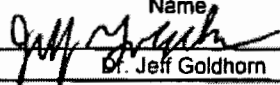
Texas Education Agency  
 Attn: Accounting Department  
 1701 N. Congress Ave.,  
 Austin, Texas 78701-1494

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 – **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 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 20
By: <u></u>	By: <u></u>
Name Kara Belew	Name Dr. Jeff Goldhorn
Deputy Commissioner, Finance Administration	Executive Director
<u>8-8-17</u> Date	<u>8/3/2017</u> Date
Return one copy electronically to <a href="mailto:TEAContracts@tea.state.tx.us">TEAContracts@tea.state.tx.us</a>	

**Revised Appendix Two  
ESC REGION 20  
READING EXCELLENCE TEAM PROGRAM 2016-2017**

Cost Categories	Previous Approved Budget	Revised Budget, 07/2017 8/31/17 Amount
PROFESSIONAL, HOURLY	\$0.00	
PROFESSIONAL, FULL TIME	\$164,148.00	\$ 134,148.00
SUPPORT, OVERTIME	\$0.00	\$0.00
SUPPORT, HOURLY	\$0.00	\$0.00
SUPPORT, FULL TIME	\$0.00	\$0.00
SOCIAL SECURITY / MEDICARE	\$12,552.00	\$12,552.00
HEALTH INSURANCE	\$13,797.00	\$13,797.00
WORKERS COMPENSATION	\$498.00	\$498.00
UNEMPLOYMENT COMPENSATION	\$288.00	\$288.00
TRS CARE	\$903.00	\$903.00
<b>Total Payroll Costs</b>	<b>\$192,186.00</b>	<b>\$ 162,186.00</b>
ADMINISTRATIVE SERVICES	\$23,559.00	\$23,559.00
BILLABLE HOURS	\$ 118,288.00	\$ 58,288.00
CENTERWIDE NETWORK	\$7,125.00	\$7,125.00
BUILDING USE	\$3,570.00	\$3,570.00
WAREHOUSE USE	\$0.00	\$0.00
INDEPENDENT CONT	\$20,000.00	\$50,000.00
Mis Contracted Services		\$ 60,000.00
<b>Total Contracted Services</b>	<b>\$172,542.00</b>	<b>\$202,542.00</b>
Vehicle Fuel	\$5,000.00	\$ 2,000.00
Supplies and Materials		\$ 3,000.00
Non-Capital furniture and equip		\$ 5,200.00
<b>Total Supplies and Materials</b>	<b>\$5,000.00</b>	<b>\$10,200</b>
Employee Travel	\$30,272.00	\$ 25,072.00
UT Trainings	\$5,000.00	\$ 5,000.00
<b>Total Other Operating Costs</b>	<b>\$35,272.00</b>	<b>\$ 30,072.00</b>
<b>Total Capital Outlay</b>	<b>\$0.00</b>	
<b>Total Other Uses</b>	<b>\$0.00</b>	
<b>Total Costs</b>	<b>\$405,000.00</b>	<b>\$ 405,000.00</b>