

STATE OF TEXAS §
COUNTY OF TRAVIS §

Division Number: 900-06	Program Name: Reading Excellence Team Pilot Program
Org. Code: _____	Legal/Funding Authority: SB935
Speed Chart: 7P010	TGC 791 & TEC Ch.8
Payee Name: Education Service Center Region 5	Payee ID: 1741588175
ISAS Contract #: 3681	PO #: 36266

Amendment No: 02

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

EDUCATION SERVICE CENTER REGION 5
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 17, 2017 as follows:

Provide additional funding for remaining in-region travel, and out of region travel for RET training in August 2017 for six (6) team members. Also, hire two (2) Reading Specialists for July and August 2017.

Revised Budget, Appendix Two, is attached hereto and incorporated herein by reference.

Contract Amount: \$262,000.00
Amendment Amount: \$3,878.00
Total Contract Amount: \$265,878.00

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 or the Performing Party can direct invoices to:

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

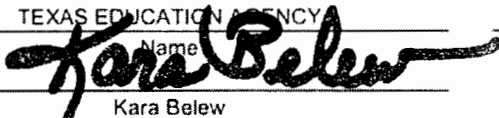
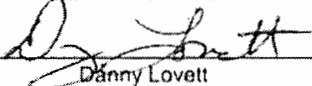
Purchases of food are generally prohibited and must be preapproved by the TEA Project Manager. Food purchases must be in accordance with Federal Regulations, Title 2, Subtitle A, Chapter II, Part 200, Subpart E, §200.432. Purchases must be necessary and reasonable for the successful performance of the 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&rqn=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 5
By:  Name Kara Belew	By:  Name Danny Lovett
Deputy Commissioner Finance Administration 7-27-17 Date	Executive Director 07/17/2017 Date
Return one copy electronically to TEAContracts@tea.state.tx.us	

**Appendix Two, Revised Budget
ESC REGION 5 Contract
READING EXCELLENCE TEAM PROGRAM 2016-2017**

Cost Categories	Original Approved Budget	Revised Budget (Amendment No 2) effective July 17, 2017
A. Services		
1. Payroll	138,034	142,046
2. Fringe Benefits	12,322	11,000
3. Travel	3,332	13,842
Travel Professional Development	12,000	12,000
4. Contracted Services		
5. Indirect Costs less than 10.909%	20,960	20,960
6. Training Reimbursement		
Subtotal of Services:	186,648	199,848
B. Resources		
1. Equipment	24,000	\$22,847
2. Supplies and Materials	28,000	17,892
Consumable supplies	4,000	4,000
Communication costs	15,352	16,435
3. Other operating costs		
Duplicating/Printing	1,000	544
ESC meeting rooms	3,000	3,000
Building Use	0	1,312
Subtotal of Resources:	75,352	66,030
Total Budget:	\$262,000.00	\$265,878.00