

STATE OF TEXAS §  
COUNTY OF TRAVIS §

Division Number: 900-06	Program Name: Reading Excellence Team Program
Org. Code: _____	Legal/Funding Authority: SB 935
Speed Chart: _____	TGC 791 & TEC Ch. 8
Payee Name: Education Service Center Region 5	Payee ID: 1741588175
ISAS Contract #: 3681	PO #: 36968

Amendment No: 03

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

**EDUCATION SERVICE CENTER REGION 5  
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 September 1, 2017 as follows:

TEA is exercising the first option (1 of 2) to renew the Contract from September 1, 2017 and August 31, 2018.

FY18 Task Activity Plan, Attachment 1; and FY18 Budget, Attachment 2 documents are attached hereto and incorporated herein by reference.

Contract Amount: \$265,878.00  
Amendment Amount: \$600,000.00 (FY18)  
Total Contract Amount: \$865,878.00

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](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=f81b41b94d57ed256eb46811a14d243d&mc=true&node=se2.1.200\\_1432&rgn=div8](http://www.ecfr.gov/cgi-bin/text-idx?SID=f81b41b94d57ed256eb46811a14d243d&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 accordance. The Comptroller's website for travel rules and regulations - textravel: <https://mx.cpa.state.tx.us/mx/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 .535¢.

Updated Contract Terms and Conditions dated May 22, 2017 are attached and incorporated herein.

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 a person authorized to bind Contractor that all Terms and Conditions of this Amendment are effective commencing on the above date.

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: <u><i>Kara Bolew</i></u> Name: Kara Bolew	By: <u><i>Danny Loyett</i></u> Name: Danny Loyett
Deputy Commissioner, Finance Administration	Executive Director
<u>09/14/2017</u> Date	<u>9-10-17</u> Date
Return one copy electronically to <a href="mailto:TEAContracts@tea.state.tx.us">TEAContracts@tea.state.tx.us</a>	

## FY2018 Task Activity Plan

### **A. Purpose:**

The Reading Excellence Team Pilot Program establishes teams composed of reading instruction specialists who will provide assistance to eligible school districts. A school district is eligible to participate in the reading excellence team pilot program if the district has low student performance on required Texas Assessments of Academic Readiness (STAAR) reading assessment for Grade 3. The Education Service Center will coordinate with the Texas Education Agency in the identification of campuses that will receive the support of the reading excellence teams in their region.

### **B. Objectives/Tasks:**

Educator Service Center 5 will:

- B.1 Review campus applications using 2017 3<sup>rd</sup> grade STAAR results and select campuses to participate
- B.2 Identify and hire qualified reading specialists to facilitate the Reading Excellence Pilot Program and coordinate the assignment of reading specialists for selected campuses
- B.3 Inform state and district representatives, administrators, and teachers about the Reading Excellence Team Program
- B.4 Provide training in Reading Excellence Team Program early reading best practices
- B.5 Provide instructional and technical support to administrators and teachers to assist them in effectively implementing early reading best practice leading to a measurable increase in student achievement
- B.6 Work collaboratively with each other and TEA to create and implement normed Reading Excellence Team Program early reading best practices with fidelity
- B.7 Assist with the gathering, compiling, and analysis of student, teacher, and Reading Specialist level data aligned to Reading Excellence Pilot Program outcomes

### **C. Outcomes/Deliverables:**

Educator Service Center 5 will provide the following outcomes/deliverables:

- C.1 Select 10 campuses to participate in Reading Excellence Pilot Program
- C.2 Submit a Campus Action Plan for each selected campus including:
  - C.2.1 Campus baseline data and end of year goals
  - C.2.2 Schedule for progress monitoring benchmarks
  - C.2.3 Campus professional development scope and sequence for 2017-2018 academic year
- C.3 Conduct activities at the selected campuses including:
  - C.3.1 Professional development along with model teaching, co-planning of lessons, classroom observations and feedback
  - C.3.2 Weekly meetings with teachers to analyze data and share best instructional practices
  - C.3.3 Weekly walk-throughs conducted with campus principal
  - C.3.4 Monthly meetings with principal to analyze data and monitor progress
- C.4 Implement activities with fidelity to the Reading Excellence Team Program
- C.5 Submit monthly report of activities and progress at each selected campus including:

- C.5.1 Monthly observation and feedback cycle documentation
- C.5.2 Student level reading data with analysis
- C.5.3 Teacher level observation data with analysis
- C.5.4 Monthly action plan aligned to identified campus-wide trends
- C.6 Complete an evaluation of the Reading Excellence Team Program at the end of the academic year 2017-2018

Outcomes/Deliverables	Due Date
Campus action plans	September 22, 2017
Monthly Principal Meeting Summary	From September 2017 to August 2018
Weekly Teacher Meeting Minutes	From September 2017 to August 2018
Monthly report of activities and progress	From September 2017 to August 2018
Monthly check-in documents with TEA	From September 2017 to August 2018

#### **ESC Requirements:**

ESC 5 is required to do the following:

1. Maintain well-organized records of all expenditures and activities and make the records available to TEA when requested
2. Participate in a program kick-off meeting
3. Participate in Reading Excellence Team trainings
4. Participate in periodic work sessions (face-to-face or online) called by TEA to review program progress and to adjust program activities if necessary
5. Ensure legal requirements are met for use of student assessment data

#### **Qualifications and Experience:**

ESC 5 must select reading specialists using the following criteria for candidates:

1. Expertise in reading instruction with a minimum of three years of classroom teaching experience;
2. Experience in providing instruction directly related to English Language Arts and reading TEKS, specifically in kindergarten through third grade;
3. Knowledge of developmentally appropriate and research-based literacy strategies for students in kindergarten through third grade;
4. Knowledge of vertical alignment components for literacy;
5. Ability to analyze data to inform instruction;
6. Possess strategic problem solving skills;
7. Ability to ensure high quality design and delivery of professional development;
8. Outcomes oriented and has a desire to make a difference;
9. Strong communication and relationship building skills;
10. Knowledge of coaching strategies and ability to provide feedback;
11. Proven record of demonstrating measurable increases in student achievement;
12. Knowledge and experience in working with English Language Learners (preferred).

#### **Timeline of Major Activities**

##### **September 2017**

1. Onboarding of all campuses selected to participate in Reading Excellence Team Pilot Program
2. Reading Excellence Teams establish baseline data and EOY goals for each selected campus

3. Establishment of progress tracking method and timeline for each campus
4. Reading specialists participate in training in preparation for roll out of pilot program
5. Program implementation begins in all selected campuses

**October 2017 – March 2018**

1. Full implementation of campus support by Reading Excellence Teams
2. Tracking of progress for each campus

**March - April 2018**

1. Full implementation of campus support by Reading Excellence Teams
2. Tracking of progress for each campus
3. Campuses reach EOY goals established at the beginning of year

**May - June 2018**

1. ESC plans for 2017-2018 academic year regarding campus selection, professional development needs, and establishment of goals

**Invoices/Expenditure Reports**

All invoices presented for payment must contain detailed information justifying payment.

1. When possible, be based on reaching contact milestones or deliverables or making progress toward milestones or deliverables.
2. Tie all costs directly to specific deliverables and/or contract tasks, subtasks or clauses.
3. Provide supporting documentation that ties back to the expenditure report and the deliverables and/or contract tasks or subtasks. The supporting documentation may be in the form of a narrative report or spreadsheets with specific calculations including time worked.

<b>FY 2018 BUDGET</b>	
<b>ESC Region 5 Reading Excellence Team Program FY2018</b>	
<b>Cost Categories</b>	<b>FY 2018 Budget</b>
<b>A. Services</b>	
1. Payroll	\$ 324,611.00
2. Fringe Benefits	\$ 22,276.00
3. Travel	\$ 15,000.00
4. Contracted Services	\$ 50,000.00
5. Indirect Costs @10.909%-less than 27.346%	\$ 44,444.00
<b>Subtotal of Services:</b>	<b>\$ 456,331.00</b>
<b>B. Resources</b>	
1. Equipment	\$ 10,000.00
2. Supplies and Materials	\$ 46,936.00
Communication Costs	\$ 46,158.00
3. Other Operating Costs	
Duplicating/Printing	\$ 13,101.00
ESC Meeting Rooms	\$ 7,000.00
Building Use Office	\$ 20,474.00
<b>Subtotal Resources:</b>	<b>\$ 143,669.00</b>
<b>Total Budget:</b>	<b>\$ 600,000.00</b>

**TEA Standard Contract Terms and Conditions**  
**Revised Contract Terms and Conditions, dated 5/22/17, that are different from the Terms and**  
**Conditions of the original Contract dated 9/22/16 are attached and incorporated herein.**

**P. Point of Contact and Escalation:** All notices, reports and correspondence required by this Contract shall be in writing and delivered to TEA Project Manager listed below or their successors in office. Within 30 days of execution of this Contract, the respective Parties will designate the next level of personnel within each organization to address conflicts or ambiguity that cannot be resolved at the Project Manager level.

TEA	CONTRACTOR
Jessica McLoughlin	ESC Region 5
Program Manager	Angela Mireles
Texas Education Agency	Program Coordinator
1701 N. Congress Ave	amireles@esc5.net
Austin, Texas 78701	Edison Plaza Ste 500, Pine Street
Email: Jessica.McLoughlin@tea.texas.gov	Beaumont, Tx 77701

**PP. Contractor Performance and Past Performance:** TEA is required to submit Contractor Performance reports under Texas Government Code, §2262.055, and 34 Texas Administrative Code (TAC), §20.509 and §20.115. Govt. Code §2155.089 requires agencies to report contractor performance for purchases over \$25,000. Agencies are also encouraged to report contractor performance on purchases under \$25,000 and associated with contracts and purchase orders issued throughout the life of a contract or purchase order, not just at its conclusion. The Comptroller's Vendor Performance Tracking System (VPTS) provides the state procurement community with a comprehensive tool for evaluating vendor performance to reduce risk in the contract awarding process. Historic reports submitted prior to February 10th, 2017 were graded on a satisfactory or unsatisfactory scale. The score will be displayed as "Legacy Satisfactory" or "Legacy Unsatisfactory." The Contractor must have a score of "Legacy Satisfactory" or, for scores submitted after February 10, 2017, a Contractor must reflect a letter grade of 'A'.

TEA may conduct reference checks with other entities regarding past performance of Respondent or its subcontractors. In addition to evaluating performance through the VPTS, TEA may examine other sources of contractor performance, including, but not limited to, notices of termination, cure notices, assessments of liquidated damages, litigation, audit reports, and non-renewals of contracts. Such sources of contractor performance may include any governmental entity, whether an agency or political subdivision of the State of Texas, another state, or the Federal government. Further, TEA may initiate such examinations of contractor performance based upon media reports. Any such investigations shall be at the sole discretion of TEA, and any negative findings, as determined by TEA, may result in a non-award to Respondent. The VPTS is located on Comptroller's website at: <https://www.comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/>.

TEA INVOICE TEMPLATE

Contract & Invoice Information	
Payee Name	
PO Number	
Contract Number	3681
Payee VID	
Payee Mailing Address	
Invoice Date	
Invoice Total	
Dates of Service	
Payee Contact & Phone	

Provide supporting documentation when submitting invoice.

Task	Description	Budget Amount	Current Expenditures for Reporting Period	Cumulative Expenditures to Date	Remaining Budget to Date
1		\$ -	\$ -	\$ -	
2		\$ -	\$ -	\$ -	\$ -
3		\$ -	\$ -	\$ -	\$ -
4		\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>					
	<b>INCLUDE %</b>	<b>INDIRECT COST:</b>			
		<b>TOTAL INVOICE AMOUNT</b>			