

Spring Independent School District

16717 Ella Blvd. • Houston, Texas 77090 • Tel. 281.891.6000



**BOARD OF TRUSTEES
REGULAR MEETING
7:00 PM, DECEMBER 8, 2020
BOARD ROOM
GORDON M. ANDERSON LEADERSHIP CENTER
16717 ELLA BOULEVARD, HOUSTON, TEXAS 77090**

AGENDA

Special Notice

This meeting of the Board of Trustees of the Spring Independent School District will be held in person on December 8, 2020, beginning at 7:00 PM. Trustees attending the meeting will be present in person. To reduce the risks associated with COVID-19, certain district employees may participate via video conference in accordance with the Texas Open Meetings Act.

Due to the health and safety concerns related to the COVID-19 coronavirus, audience seating will be significantly limited. Chairs will be placed six feet apart and shall not be repositioned. All audience members will be required to wear masks at all times. Seating will be on a first-come basis.

The meeting will also be streamed via Zoom. Links to access the meeting will be made available at least 30 minutes prior to the start time on the following webpage: <https://www.springisd.org/Page/6178>.

Members of the public who wish to address the Board regarding an item on the meeting agenda may register in accordance with Board Policy BED(LOCAL). Comments relating to agenda items must be made in-person. If seating is not available for a registered speaker, the person may wait outside of the building and will be provided an opportunity to come in at the appropriate time.

Vision Statement

Spring Independent School District will be a district of choice known for high quality academics with innovative and specialized programs that meet the needs of all students in a positive learning environment.

Mission Statement

Spring Independent School District prepares students to be lifelong learners, critical thinkers, and responsible citizens who display good character - ready to contribute, compete, and lead in today's global society.

I. Call to Order

The Board President will call the meeting to order.

II. Flag Pledges

The Pledge of Allegiance and the Texas Pledge will be led by Trustee Donald Davis, a retired captain of the U.S. Army.

III. Moment of Silence

The Board President will call for a moment of silence.

IV. Opening Remarks

A. Superintendent of Schools 6

The Superintendent will make remarks and announcements.

B. Board of Trustees 7

Any Board member may make a comment during this portion of the agenda, without prior posting being required.

V. Recognitions

A. Spotlight - 2020 Superintendent's Holiday Card Contest Winners 8

The Board will recognize the 2020 Superintendent's Holiday Card Contest Winners.

B. Employee Excellence Award Winners 9

The Board will recognize the Employee Excellence Award Winners for September 2020, October 2020 and November 2020.

C. Points of Pride - Spring ISD Procurement Services Department - 2020 Achievement of Excellence in Procurement Award 10

The Board will recognize the Spring ISD Procurement Department who recently earned the 2020 Achievement of Excellence in Procurement Award from the National Procurement Institute.

VI. Public Agenda Participation

Patrons who have registered prior to the meeting (during a window beginning 50 minutes prior to scheduled meeting start time and ending 15 minutes prior to scheduled meeting start time) may address the Board regarding an item on the agenda. The Board will continue with the remaining agenda after the registered patrons have had an opportunity to speak.

VII. Board of Trustees

A. Swearing in Ceremony for Trustees Elected November 3, 2020 12

Trustee Winford Adams, Jr., Position 4, and Trustee Rhonda Newhouse, Position 5, will be sworn in.

B. Election of Board Officers 13

In accordance with Board Policy BDAA, the Board will elect a President, Vice President, Secretary, and Assistant Secretary at the first meeting of the Board following the election of Trustees.

VIII. Board Governance

A. Letter to School Boards and Resolution in Support of Stricter Eligibility Requirements for School Trustees 14

The Board Governance Committee will present a letter and resolution supporting stricter eligibility requirements for school trustees for the Board's consideration.

B. Letter to the Texas Education Agency Supporting and Requesting Extension of ADA Hold Harmless for Texas Schools 15

The Board Governance Committee will present a letter requesting extension of TEA's ADA hold harmless for Texas schools.

IX. Chief of Police

A. COVID Update 16

Chief Ken Culbreath will present the Board with a COVID update.

X. Executive Chief of District Operations

A. Interlocal Contract Between Harris County Department of Education and Spring ISD - 21st Century Cycle 9 Year 5 Grant 17

The Board will consider approving the Interlocal Contract Between Harris County Department of Education and Spring ISD - 21st Century Cycle 9 Year 5 Grant.

XI. Consent Agenda

The Board will consider approving the Consent Agenda items that were discussed in detail at the December 3, 2020 Board Work Session.

A. Review and Approval of Minutes from the Following Meetings:

1. November 5, 2020 Board Work Session
2. November 10, 2020 Regular Meeting

B. 2021-2022 Education Planning Guide

The Board will consider approving the Education Planning Guide for the 2021-2022 school year.

C. Internal Audit – Mid-Year Progress Report

The Board will consider approving the Internal Audit – Mid-Year Progress Report.

D. First Reading of Proposed Revisions to Board Policy BDB(LOCAL)

Jeremy Binkley will present the first reading of proposed revisions to Board Policy BDB(LOCAL).

E. Acceptance of Grant Funds - Texas Education Agency (TEA) School Action Fund (SAF) Grant and Additional Day School Year (ADSY) Grant

The Board will consider accepting the TEA awarded grant funds for the School Action Fund (SAF) grant and the Additional Day School Year (ADSY) grant and authorize the Superintendent of Schools to execute the projects as outlined in the grants.

F. Taxpayer Refunds

The Board will consider ratifying taxpayer refunds.

XII. Closed Session

There will be a closed session in accordance with Texas Government Code Section 551.001 et. seq.

A. Under Section 551.071 - For the purpose of a private consultation with the Board's attorney on any or all subjects or matters authorized, including any item posted on this agenda

B. Under Section 551.072 - For the purpose of discussing the purchase, exchange, lease, or value of real property

C. Under Section 551.074 - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee

1. The Board will deliberate regarding the Superintendent's evaluation
2. The Board will deliberate on employees nominated for special recognition
3. The Board will deliberate on a recommendation for the termination and finding of no good cause for an employee's abandonment of contract
4. The Board will deliberate on the issuance of school district teaching permits for noncore career and technology courses
5. The Board will deliberate on employee resignations, recommendations to withdraw prior actions taken, recommendations to void employee contracts, recommendations for the proposed termination of employees on probationary and/or term contracts, and final orders for employees on term and probationary contracts previously proposed for termination and/or nonrenewal
6. The Board will deliberate on an amendment to the Superintendent's contract

D. Under Section 551.076 - To consider the deployment, or specific occasions for implementation, of security personnel or devices

XIII. Action on Closed Session Items

The Board may take action on items discussed in closed session.

XIV. Adjournment

The Board President will adjourn the meeting.

Closed Session Authorization

If during the course of the meeting covered by this notice the board should determine that a closed or executive meeting or session of the board should be held or is required regarding an item posted on the Agenda, then such closed or executive meeting or session as authorized by Chapter 551 of the Texas Government Code (the Open Meetings Act) will be held by the board at the date, hour, and place given in this notice or as soon after the commencement of the meeting covered by this notice as the board may conveniently meet in such closed or executive session concerning any and all subjects and for any and all purposes permitted by Section 551.071 through Section 551.084 inclusive of said Open Meetings Act including, but not limited to:

- Section 551.071 –** For the purpose of a private consultation with the board's attorney on any or all subjects or matters authorized;
- Section 551.072 –** For the purpose of discussing the purchase, exchange, lease, or value of real property;
- Section 551.073 –** For the purpose of discussing negotiated contracts for prospective gifts or donations to the District;
- Section 551.074 –** For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee;
- Section 551.076 –** To consider the deployment, or specific occasions for implementation, of security personnel or devices;
- Section 551.082 –** For the purpose of considering discipline of a public school child or children, or to hear a complaint or charge brought against a school district employee by another school district employee;
- Section 551.0821 –** For the purpose of deliberating a matter regarding a public school student if personally identifiable information about the student will necessarily be revealed by the deliberation;
- Section 551.083 –** For the purpose of considering the standards, guidelines, terms, or conditions the board will follow, or instruct its representatives to follow, in consultation with representatives of employee groups in connection with consultation agreements provided for by Section 13.901 and/or Section 11.151(b) of the Texas Education Code; and
- Section 551.084 –** For the purpose of excluding any witness or witnesses from a hearing during the examination of another witness.

Should any final action, final decision, or final vote be required in the opinion of the board with regard to any matter considered in such closed or executive session, then such final action, final decision, or final vote shall be at either:

- a. the open meeting covered by this notice upon the reconvening of this public meeting; or
- b. a subsequent public meeting of the board upon notice thereof, as the board shall determine.



SCHOOL BOARD AGENDA ITEM SUMMARY

SUBJECT	Flag Pledges
RECOMMENDED ACTION	None
EXPLANATION OF ITEM	The Pledge of Allegiance and the Texas Pledge will be led by Trustee Donald Davis, a retired captain of the U.S. Army.
EVERY CHILD 2020 IMPERATIVE	Reach Every Student
EVERY CHILD 2020 COMMITMENT	Graduates Who Are 21 st Century Learners
EVERY CHILD 2020 STRATEGY	Create Interactive Learning Environments
RESOURCE PERSONNEL	Dr. Donald R. Davis, Spring ISD Board of Trustees
BUDGET PROVISIONS	N/A

IS ITEM ON BOT WORK SESSION AGENDA No

IS ITEM ON BOT REGULAR MEETING AGENDA Yes

IS ITEM A CONSENT AGENDA ITEM N/A

DO YOU HAVE SUPPORTING DOCUMENTS No

IS THERE A PRESENTATION No

WHEN WILL THE PRESENTATION BE MADE N/A

DOES ITEM REQUIRE BOARD SIGNATURE N/A

DOES ITEM REQUIRE PUBLIC HEARING N/A

MEETING DATE December 2020



SCHOOL BOARD AGENDA ITEM SUMMARY

SUBJECT	Superintendent of Schools - Remarks
RECOMMENDED ACTION	None
EXPLANATION OF ITEM	The Superintendent may provide general information or remarks.
EVERY CHILD 2020 IMPERATIVE	Engaged Stakeholders in Every Community
EVERY CHILD 2020 COMMITMENT	Trusted Source of Information
EVERY CHILD 2020 STRATEGY	Ensure Clear, Timely and Transparent Communications
RESOURCE PERSONNEL	Rodney Watson, Superintendent of Schools
BUDGET PROVISIONS	N/A

IS ITEM ON BOT WORK SESSION AGENDA Yes

IS ITEM ON BOT REGULAR MEETING AGENDA Yes

IS ITEM A CONSENT AGENDA ITEM N/A

DO YOU HAVE SUPPORTING DOCUMENTS No

IS THERE A PRESENTATION No

WHEN WILL THE PRESENTATION BE MADE N/A

DOES ITEM REQUIRE BOARD SIGNATURE N/A

DOES ITEM REQUIRE PUBLIC HEARING N/A

MEETING DATE December 2020

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SCHOOL BOARD AGENDA ITEM SUMMARY

SUBJECT	Trustee Remarks
RECOMMENDED ACTION	None
EXPLANATION OF ITEM	The Board of Trustees may provide general information or remarks.
EVERY CHILD 2020 IMPERATIVE	Engaged Stakeholders in Every Community
EVERY CHILD 2020 COMMITMENT	Trusted Source of Information
EVERY CHILD 2020 STRATEGY	Ensure Clear, Timely and Transparent Communications
RESOURCE PERSONNEL	Rhonda Newhouse, Board President
BUDGET PROVISIONS	N/A

IS ITEM ON BOT WORK SESSION AGENDA	No
IS ITEM ON BOT REGULAR MEETING AGENDA	Yes
IS ITEM A CONSENT AGENDA ITEM	N/A
DO YOU HAVE SUPPORTING DOCUMENTS	No
IS THERE A PRESENTATION	No
WHEN WILL THE PRESENTATION BE MADE	N/A
DOES ITEM REQUIRE BOARD SIGNATURE	N/A
DOES ITEM REQUIRE PUBLIC HEARING	N/A
MEETING DATE	December 2020

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SCHOOL BOARD AGENDA ITEM SUMMARY

SUBJECT	Spotlight – 2020 Superintendent’s Holiday Card Contest Winners
RECOMMENDED ACTION	None
EXPLANATION OF ITEM	This agenda item will highlight the results of the 2020 Spring ISD Superintendent’s Holiday Card Contest, showcasing the top winners from across the District. The contest is an annual event that rotates between elementary and secondary campuses every other year. 2020 is a secondary contest year.
EVERY CHILD 2020 IMPERATIVE	Reach Every Student
EVERY CHILD 2020 COMMITMENT	Excellent Systems of Support and Acceleration
EVERY CHILD 2020 STRATEGY	Strengthen Curriculum and Instruction for Accelerated Learners
RESOURCE PERSONNEL	Mark Miranda, Executive Chief of District Operations Khechara Bradford, Chief Academic Officer Matthew Pariseau, Assist. Superintendent of Curriculum and Instruction Joe Clark, Director of Performing and Visual Arts
BUDGET PROVISIONS	None

IS ITEM ON BOT WORK SESSION AGENDA	No
IS ITEM ON BOT REGULAR MEETING AGENDA	Yes
IS ITEM A CONSENT AGENDA ITEM	N/A
DO YOU HAVE SUPPORTING DOCUMENTS	No
IS THERE A PRESENTATION	Yes
WHEN WILL THE PRESENTATION BE MADE	Regular Meeting
DOES ITEM REQUIRE BOARD SIGNATURE	No
DOES ITEM REQUIRE PUBLIC HEARING	No
MEETING DATE	December 2020

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SCHOOL BOARD AGENDA ITEM SUMMARY

SUBJECT	Employee Excellence Award Winners
RECOMMENDED ACTION	None
EXPLANATION OF ITEM	The Board will recognize the September 2020, October 2020, and November 2020 Employee Excellence Award winners. The Employee Excellence Award is given by the Spring ISD Board of Trustees each month during the school year. The award recognizes district employees who exemplify the district's guiding principles and core values. One employee is selected for this prestigious award each month.
EVERY CHILD 2020 IMPERATIVE	High Performance From Every Employee
EVERY CHILD 2020 COMMITMENT	Culture of High Performance
EVERY CHILD 2020 STRATEGY	Reward Contributions That Go Above and Beyond
RESOURCE PERSONNEL	Rhonda Newhouse, Board President
BUDGET PROVISIONS	N/A

IS ITEM ON BOT WORK SESSION AGENDA No

IS ITEM ON BOT REGULAR MEETING AGENDA Yes

IS ITEM A CONSENT AGENDA ITEM No

DO YOU HAVE SUPPORTING DOCUMENTS No

IS THERE A PRESENTATION No

WHEN WILL THE PRESENTATION BE MADE N/A

DOES ITEM REQUIRE BOARD SIGNATURE No

DOES ITEM REQUIRE PUBLIC HEARING No

MEETING DATE December 2020

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SCHOOL BOARD AGENDA ITEM SUMMARY

SUBJECT	Points of Pride – Spring ISD Procurement Services Department – 2020 Achievement of Excellence in Procurement Award
RECOMMENDED ACTION	None
EXPLANATION OF ITEM	<p>Since January 1984, the Board has recognized students and staff for major accomplishments beyond the District. Scheduled to be recognized as a “Point of Pride” at this meeting is the Spring ISD Procurement Services Department.</p> <p>The Spring ISD Procurement Services Department has earned the 2020 Achievement of Excellence in Procurement Award from the National Procurement Institute. The continuously evolving award criteria are designed to measure and provide benchmarks for public procurement best practices.</p> <p>Each year, the selection process involves an application focused on areas such as accountability, transparency, continuous improvement, professional development, department leadership and oversight, and appropriate compliance with local and regional laws and other requirements.</p> <p>Spring ISD is one of just 46 agencies in Texas and one of only 26 school districts across the U.S. and Canada to have received the award this year.</p>
EVERY CHILD 2020 IMPERATIVE	High Performance From Every Employee
EVERY CHILD 2020 COMMITMENT	Culture of High Performance
EVERY CHILD 2020 STRATEGY	Celebrate Student and School Achievements
RESOURCE PERSONNEL	Tiffany Dunne-Oldfield, Chief of Innovation and Communications Ann Westbrooks, Chief Financial Officer
BUDGET PROVISIONS	N/A

IS ITEM ON BOT WORK SESSION AGENDA No

IS ITEM ON BOT REGULAR MEETING AGENDA Yes

IS ITEM A CONSENT AGENDA ITEM N/A

DO YOU HAVE SUPPORTING DOCUMENTS	No
IS THERE A PRESENTATION	No
WHEN WILL THE PRESENTATION BE MADE	N/A
DOES ITEM REQUIRE BOARD SIGNATURE	No
DOES ITEM REQUIRE PUBLIC HEARING	No
MEETING DATE	December 2020



SCHOOL BOARD AGENDA ITEM SUMMARY

SUBJECT	Swearing in Ceremony for Trustees Elected November 3, 2020
RECOMMENDED ACTION	None
EXPLANATION OF ITEM	<p>The recently elected Trustees are required by state law to take the oath of office.</p> <p>Winford Adams, Jr. will be sworn in for Position 4 and Rhonda Newhouse will be sworn in for Position 5. They will take their respective seats after the swearing in.</p>
EVERY CHILD 2020 IMPERATIVE	Engaged Stakeholders in Every Community
EVERY CHILD 2020 COMMITMENT	Culture of High Community Engagement
EVERY CHILD 2020 STRATEGY	Expand Volunteer Opportunities
RESOURCE PERSONNEL	<p>Jeremy Binkley, General Counsel</p> <p>Jason Sheffer, Director of Board Services</p>
BUDGET PROVISIONS	N/A

IS ITEM ON BOT WORK SESSION AGENDA No

IS ITEM ON BOT REGULAR MEETING AGENDA Yes

IS ITEM A CONSENT AGENDA ITEM No

DO YOU HAVE SUPPORTING DOCUMENTS No

IS THERE A PRESENTATION No

WHEN WILL THE PRESENTATION BE MADE N/A

DOES ITEM REQUIRE BOARD SIGNATURE No

DOES ITEM REQUIRE PUBLIC HEARING No

MEETING DATE December 2020

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SCHOOL BOARD AGENDA ITEM SUMMARY

SUBJECT	Election of Board Officers
RECOMMENDED ACTION	That the Board elect a President, Vice President, Secretary, Assistant Secretary, and other officers as deemed necessary by the Board.
EXPLANATION OF ITEM	In accordance with Board Policy BDAA(LOCAL), the Board shall elect a President, Vice President, Secretary, Assistant Secretary, and other officers as deemed necessary by the Board, at the first meeting of the Board following the election of Trustees. These officers shall be members of the Board and shall be elected by majority vote of the members present and voting.
EVERY CHILD 2020 IMPERATIVE	Engaged Stakeholders in Every Community
EVERY CHILD 2020 COMMITMENT	Culture of High Community Engagement
EVERY CHILD 2020 STRATEGY	Expand Volunteer Opportunities
RESOURCE PERSONNEL	Jeremy Binkley, General Counsel Jason Sheffer, Director of Board Services
BUDGET PROVISIONS	N/A

IS ITEM ON BOT WORK SESSION AGENDA No

IS ITEM ON BOT REGULAR MEETING AGENDA Yes

IS ITEM A CONSENT AGENDA ITEM No

DO YOU HAVE SUPPORTING DOCUMENTS No

IS THERE A PRESENTATION No

WHEN WILL THE PRESENTATION BE MADE N/A

DOES ITEM REQUIRE BOARD SIGNATURE No

DOES ITEM REQUIRE PUBLIC HEARING No

MEETING DATE December 2020

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SCHOOL BOARD AGENDA ITEM SUMMARY

SUBJECT	Letter to School Boards and Resolution in Support of Stricter Eligibility Requirements for School Trustees
RECOMMENDED ACTION	None
EXPLANATION OF ITEM	The Board Governance Committee will present a letter and resolution supporting stricter eligibility requirements for school trustees for the Board's consideration.
EVERY CHILD 2020 IMPERATIVE	Engaged Stakeholders in Every Community
EVERY CHILD 2020 COMMITMENT	Trusted Source of Information
EVERY CHILD 2020 STRATEGY	Ensure Clear, Timely and Transparent Communications
RESOURCE PERSONNEL	Justine Durant, Trustee and Governance Committee Lead Winford Adams, Jr., Trustee and Governance Committee Member Rodney E. Watson, Superintendent Jeremy Binkley, General Counsel
BUDGET PROVISIONS	N/A

IS ITEM ON BOT WORK SESSION AGENDA No

IS ITEM ON BOT REGULAR MEETING AGENDA Yes

IS ITEM A CONSENT AGENDA ITEM No

DO YOU HAVE SUPPORTING DOCUMENTS No

IS THERE A PRESENTATION No

WHEN WILL THE PRESENTATION BE MADE N/A

DOES ITEM REQUIRE BOARD SIGNATURE No

MEETING DATE December 2020

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SCHOOL BOARD AGENDA ITEM SUMMARY

SUBJECT	Letter to the Texas Education Agency Supporting and Requesting Extension of ADA Hold Harmless for Texas Schools
RECOMMENDED ACTION	None
EXPLANATION OF ITEM	The Board Governance Committee will present a letter requesting extension of TEA's ADA hold harmless for Texas schools.
EVERY CHILD 2020 IMPERATIVE	Engaged Stakeholders in Every Community
EVERY CHILD 2020 COMMITMENT	Trusted Source of Information
EVERY CHILD 2020 STRATEGY	Ensure Clear, Timely and Transparent Communications
RESOURCE PERSONNEL	Justine Durant, Trustee and Governance Committee Lead Winford Adams, Jr., Trustee and Governance Committee Member Rodney E. Watson, Superintendent Jeremy Binkley, General Counsel
BUDGET PROVISIONS	N/A

IS ITEM ON BOT WORK SESSION AGENDA No

IS ITEM ON BOT REGULAR MEETING AGENDA Yes

IS ITEM A CONSENT AGENDA ITEM No

DO YOU HAVE SUPPORTING DOCUMENTS No

IS THERE A PRESENTATION No

WHEN WILL THE PRESENTATION BE MADE N/A

DOES ITEM REQUIRE BOARD SIGNATURE No

MEETING DATE December 2020



SCHOOL BOARD AGENDA ITEM SUMMARY

SUBJECT	COVID Update
RECOMMENDED ACTION	None
EXPLANATION OF ITEM	Chief Ken Culbreath will provide the Board with a COVID update.
EVERY CHILD 2020 IMPERATIVE	Engaged Stakeholders in Every Community
EVERY CHILD 2020 COMMITMENT	Trusted Source of Information
EVERY CHILD 2020 STRATEGY	Ensure Clear, Timely and Transparent Communications
RESOURCE PERSONNEL	Ken Culbreath, Chief of Police
BUDGET PROVISIONS	N/A

IS ITEM ON BOT WORK SESSION AGENDA	No
IS ITEM ON BOT REGULAR MEETING AGENDA	Yes
IS ITEM A CONSENT AGENDA ITEM	N/A
DO YOU HAVE SUPPORTING DOCUMENTS	Yes
IS THERE A PRESENTATION	Yes
WHEN WILL THE PRESENTATION BE MADE	Regular Meeting
DOES ITEM REQUIRE BOARD SIGNATURE	No
DOES ITEM REQUIRE PUBLIC HEARING	No
MEETING DATE	December 2020

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SCHOOL BOARD AGENDA ITEM SUMMARY

SUBJECT	Interlocal Contract Between Harris County Department of Education and Spring ISD – 21 st Century Cycle 9 Year 5 Grant
RECOMMENDED ACTION	That the Board approve the Interlocal Contract Between Harris County Department of Education and Spring ISD – 21 st Century Cycle 9 Year 5 Grant.
EXPLANATION OF ITEM	Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Contract is entered into by and between Harris County Department of Education (HCDE) and Spring Independent School District for the purpose of providing Nita M. Lowey 21st Century Community Learning Centers/Texas ACE Cycle 9 Year 5 (afterschool program) at select site(s) within the ISD. Spring ISD agrees to provide quality after-school programs at the sites.
EVERY CHILD 2020 IMPERATIVE	Excellence in Every School
EVERY CHILD 2020 COMMITMENT	Operational Excellence Across Every School and Every Department
EVERY CHILD 2020 STRATEGY	Safe and Secure Learning and Work Environments for All
RESOURCE PERSONNEL	Mark Miranda, Executive Chief of District Operations Kimberly Fonteno, Assistant Superintendent of Administration Carla Jones-Taylor, Project Director for 21 st Century Program
BUDGET PROVISIONS	N/A

IS ITEM ON BOT WORK SESSION AGENDA Yes

IS ITEM ON BOT REGULAR MEETING AGENDA Yes

IS ITEM A CONSENT AGENDA ITEM No

DO YOU HAVE SUPPORTING DOCUMENTS Yes

IS THERE A PRESENTATION No

WHEN WILL THE PRESENTATION BE MADE N/A

DOES ITEM REQUIRE BOARD SIGNATURE No

DOES ITEM REQUIRE PUBLIC HEARING No

MEETING DATE 17 December 2020

**INTERLOCAL CONTRACT
BETWEEN
HARRIS COUNTY DEPARTMENT OF EDUCATION
AND
SPRING INDEPENDENT SCHOOL DISTRICT**

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Contract ("Contract") is entered into by and between Harris County Department of Education ("HCDE") and **Spring Independent School District** ("ISD") for the purpose of providing Nita M. Lowey 21st Century Community Learning Centers/Texas ACE **Cycle 9 Year 5** ("afterschool program") at select site(s) within the ISD.

I. PURPOSE

The ISD agrees to provide quality after-school programs at the site(s) specified in Exhibit C within the ISD. The ISD agrees to meet the following performance objectives:

- A. Participants will demonstrate educational and social benefits and exhibit positive behavioral changes.
 - 1. By the first and subsequent years of the project, increase the number of students that participate in after-school programs
 - 2. By the end of the project period, increase the overall academic performance of participating students in core skills, including reading, writing, mathematics, science and social studies as measured by formal and informal assessments of skills and abilities.
 - 3. By the end of the project period, increase improvement of participating students' social and conflict resolution skills, as demonstrated by decreased disciplinary referrals in-school and out-of-school suspensions, and increased attendance at the participating schools.
 - 4. Increase participation in the number, variety, and quality of afterschool activities in the ISD.
 - 5. Parents of participating students will demonstrate increased involvement in their child's education as measured by the participation in program family activities, volunteerism at the school, and participation in a Texas ACE Advisory Council.
- B. The ISD will offer a range of high-quality educational, developmental, and recreational service at each specified site ("Center").
 - 1. Core educational services. The Center will offer homework help and academic clubs through Learning Labs to increase academic performance, high quality services in core academic areas, e.g. reading and literacy, mathematics, and science.

2. Enrichment and support activities. The Center will integrate social and emotional Learning (SEL) concepts and strategies in enrichment and support activities such as nutrition and health, art, music, technology, and recreation.
3. College and career readiness activities. The Center will provide college and career exploration and youth leadership opportunities such as Kids' Days career fairs, guest speakers from various fields, and workshops related to House Bill 5 secondary tracks and college application process.
4. Community involvement. The Center will establish and maintain partnerships within the community that continue to increase levels of community collaboration in planning, implementation, and sustaining programs.
5. Services to parents and other adult community members. The Center will offer services to parents and other adult community members and work with the CASE for Kids Family Engagement Specialist to implement required parent involvement programming.
6. Extended hours. Each Center will offer services at least 12 hours a week, for a minimum of 4 days per week. For the summer program each Center will offer services for a minimum of four hours per day, four days per week, for a minimum of six weeks. Summer program must be offered for at least 6 consecutive or for 4 consecutive weeks with the option of providing a 2-week transition camp in August.

II. TERM

This Contract shall be for the period beginning August 1, 2020 and ending July 31, 2021. Subject to the receipt of sufficient funds from the Texas Education Agency for Nita M. Lowey 21st Century Community Learning Centers by HCDE and HCDE's written approval, this Contract may be renewed for additional year(s).

III. PROGRAM DESCRIPTION AND REQUIREMENTS

The ISD agrees to provide quality after-school programs as set out in the ISD's approved site description(s) and in accordance with the ISD's approved site description(s). A copy of the ISD's approved budget(s) and site description(s) are attached as Exhibit B and Exhibit C and are incorporated by reference into this Contract. The operations listed in the site description(s) are referred to collectively as the "Center Programs."

A. For the afterschool program(s), the ISD agrees to:

1. Assist in the preparation of contracts, financial reports, requisitions, and inventory;
2. Serve as liaison between school staff, community members, and organizations in aligning Center programs with curriculum goals;

3. Organize a record keeping system to monitor Center goals, objectives, budgeting expenditures, and inventory;
4. Participate in ongoing evaluation and modification of the Centers which will measure the achievement of the performance objectives, including, but not limited to, student, parent and teacher surveys, as well as a mandatory campus administration walk-through of programming once per term documented by the completion of the CASE for Kids' Principal assessment tool;
5. Participate in formal and informal site visits throughout the program year to assess program quality and grant compliance;
6. Ensure the targeted total number of individual students participating in the program will attend no less than **45** days of the total scheduled Texas ACE activities;
7. Increase college and career readiness through the participation in Kids' Day events or fieldtrips sponsored by HCDE and CASE for Kids;
8. Match grant funds to extend tutoring availability while providing additional teachers to serve students most in need.
9. Coordinate enrichment activities such as off-site learning experiences, speakers, and educational presentations;
10. Integrate social and emotional learning practices in enrichment activities to improve behavioral outcomes; while offering a diverse menu of enrichment activities taught by teachers and or service providers;
11. Assist with coordinating and implementing all youth leadership activities and initiatives associated with Youth Ambassadors and Youth Council; including students attending local, regional or national conferences that would benefit youth leadership and the Texas ACE program;
12. Confer with prospective students and parents to promote family involvement in student learning during monthly parental activities and allow access to parents on campus to the CASE for Kids' Family Engagement Specialist who is charged with implementing parent involvement programming;
13. Ensure students meet **at least two** of the following recruitment requirements for student:
 - a. Are considered at-risk and economically disadvantaged students
 - b. Failed one or more classes at the end of the previous school year
 - c. Did not perform at the recommended level on the STAAR test (if applicable)
 - d. Were retained in prior grade levels
 - e. Recommended by teachers and/or counselors with documented behavioral referrals;

14. Serve as primary liaison with the transportation department in matters relating to students involved in the Center programs;
15. Establish and maintain an advisory council that meets quarterly for each center comprised of parents, students, service providers, community-based organizations, and businesses;
16. Appoint a full-time site coordinator to serve as the main contact at each Center;
17. Maintain active participation in the monthly CASE for Kids' Learning Communities, annual training series and all other training required by the Texas Education Agency;
18. Assist the Principal(s) and Center Coordinators in the selection and utilization of Center service providers as set out in the site description(s);
19. Assist Center Coordinators in coordinating the Center programs with that of the regular school's instructional programs;
20. Operate 15 hours per week with a minimum of 12 hours per week for student program and 3 hours per week for professional development, staff meetings, planning time, and follow up communication with students, families, and school faculty to ensure that full coordination of students needs are being met;
21. Align program activities to school day curriculum and TEKS objectives using the most updated version of the Texas ACE Activity and Lesson Plan Worksheets provided in the Texas ACE Blueprint;
22. Seek business and community financial support and other outside sources for funding to sustain the project beyond the grant period;
23. Ensure compliance with grant term closeout procedures as outlined in the CASE for Kids Close-out Procedures Manual and Texas ACE Prime Blueprint operations manual; retain and maintain documentation of all equipment, materials and supplies purchased with grant funds; and financial documentation, including expenditure reports, invoices, general ledgers
24. Adhere to program cancellation make up day policies required by Texas Education Agency and CASE for Kids guidelines;
25. Maintain adherence to the Texas ACE Prime Blueprint guidelines set forth by the Texas Education Agency, CASE for Kids guidelines and district policies;
26. Provide a minimum of 5% of leveraging funds, including in-kind, to further support the Texas ACE Cycle 9 program.

- B. The ISD agrees to provide after-school programs to students and parents in accordance with its site description(s). The ISD agrees to provide facilities and personnel necessary to operate the after-school program to students, parents, and community members as stated in its site description(s). The ISD will provide the after-school program at the school sites specified in Exhibit C. The ISD agrees that the services/activities for each after-school program will adhere to those in the most recent grant proposal for the Texas ACE Program submitted by HCDE to the Texas Education Agency.
- C. The ISD further agrees that it will comply with all terms and conditions of the Texas Education Agency grant awarded to HCDE under the Nita M. Lowey 21st Century Community Learning Centers Program (Texas ACE), including the applicable parts of the Education Department General Administrative Regulations (EDGAR) that govern the award and administration of this grant. Those regulations include, but are not limited to, regulations pertaining to reporting, regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under this Contract, and regulations pertaining to copyrights and rights in data. The ISD certifies compliance with all provisions, laws, acts, regulations, rules, and ordinances in Exhibit A attached hereto and incorporated herein. The ISD further agrees to abide by all of the guidelines developed by HCDE in furtherance of this Contract.
- D. The ISD agrees not to make any expenditure in excess of the budget submitted with the ISD's site description.
- E. For each Center, the ISD agrees to provide Center programs, facilities, and personnel necessary to operate the Center to students, parents and community members in accordance with its site description. The ISD will provide the Center(s) at the school sites specified in Exhibit C. The ISD agrees that the services/activities for each Center will adhere to those in the grant proposal for the Texas ACE Program submitted by HCDE to the Texas Education Agency.
- F. The ISD agrees to receive HCDE's approval at least four weeks prior to making changes to the Center's description(s), including changes to the number or types of services provided; names of contractors or collaborators delivering services; hours of the program(s); the number and ages of children and adults served; dates of holidays; name of the site coordinator; field trips; employee out-of-state travel or any other changes to the site description(s).
- G. The ISD agrees to maintain necessary records and accounts in order to assure that payments received from HCDE have been expended for the Center(s). The ISD agrees to provide these records and other information as required by HCDE. The ISD agrees to retain all required records for three years after HCDE makes final payments to ISDs and all other pending matters are closed. The ISD will submit to HCDE verification of employment status for employees, receipts and invoices for supplies, and copies of contracts for contracted services purchased.

- H. The ISD shall furnish operating reports to designated HCDE representatives on a monthly basis. Such reports may include, but not be limited to: activity and enrollment reports; financial reports; eligibility documents; complaints made by students, parents, employees, and other persons; and investigative reports of any kind involving the Center(s), Center programs, or its participants. Any reports or evaluations incidental to this Contract shall be performed only with the prior approval of HCDE. No reports or evaluations shall be released to third parties without the prior written approval of HCDE, unless release is required under the Public Information Act. This reporting will form a part of the regular monthly reporting documentation to HCDE and continue for as long as the ISD receives payments from HCDE under this Contract.
- I. The ISD acknowledges and agrees that it is solely responsible for all costs, wages, expenses, and fees associated with or arising from the operation of the Center(s).
- J. The ISD agrees to maintain documentation of all equipment, materials and supplies purchased with grant funds; update the CASE for Kids inventory form as need based on purchases received, used or based on conditional change (new, good, fair or poor). The ISD further agrees to The Education Department General Administrative Regulations (EDGAR) 80.32(e) and 80.33(b) that disposition be requested for all equipment and unused supplies acquired under a grant.
- K. The ISD agrees to cooperate with the evaluation of the Center(s) by designating internal staff to work with the CASE for Kids' external evaluator to implement and monitor the evaluation process, including the ISD's progress in meeting the performance objectives established by the Texas Education Agency for the Nita M. Lowey 21st Century Community Learning Centers, the effect of the Center(s) on participants, and the effectiveness of the Center(s) in meeting the performance objectives established by the Texas Education Agency. The ISD agrees to provide such records as STAAR scores, TAKS scores, grades, Stanford Achievement scores, conduct scores, end of course scores and disciplinary reports for students in the Center programs to HCDE in accordance with the reporting due dates established by TEA.
- L. The ISD agrees to allow HCDE, the Texas Education Agency, the State of Texas Comptroller, or any of their duly authorized representatives to any books, documents, papers, and records relating to the services provided under this Contract for the purpose of making audits, examinations, evaluations, excerpts, and transcriptions.
- M. The ISD may use the payments from HCDE to create new program(s) or enhance existing program(s), but the payments from HCDE should not replace funding for an existing program(s). In the event that payments from HCDE will be used to expand already existing program(s), the ISD will provide HCDE with detailed documentation of the program(s) including a list of students and adults currently enrolled, attendance since the beginning of the school year (or past six months), and a schedule of activities offered by the program(s) since the beginning of the year. The ISD will also report all sources of funding for the program(s) and the total cost of the program(s) to HCDE.

- N. The ISD agrees to obtain and assess criminal history record information for each employee or volunteer used in the Center(s) and to use only those persons fit to work with students.
- O. ISD agrees that it will comply with the assurances, certifications, and disclosures provided by Texas Education Agency, including the "General Provisions & Assurances," "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions," "Lobbying Certification", "Disclosures of Lobbying Activities", "Every Student Succeeds Act (ESSA) Provisions and Assurances" and "Program-Specific Provisions & Assurances", which are attached hereto as Exhibit D and incorporated by reference into this Contract.
- P. The ISD further agrees that it will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protections Agency regulations (40 CFR part 15), and mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- Q. The ISD agrees that the certifications and agreements included in the HCDE Vendor Certification Forms, attached hereto as Exhibit A and incorporated by reference in the agreement for all purposes, is true and correct.
- R. The ISD agrees to provide the after-school program to at least the number of students and parents indicated on Exhibit C attached to the Contract. The ISD further agrees that if any time after November 20, 2020, the HCDE CASE for Kids Director determines that there is less than **60%** of the agreed upon students and/or parents in the afterschool program (the numbers on Exhibit C), HCDE may withhold and reserve up to one-third of the budget (Exhibit B of the Contract) that it would have otherwise paid to the ISD and use those funds, in HCDE's sole discretion, to try to increase student and/or parent participation. The ISD agrees and understands that this will result in receipt by the ISD of up to one-third less funds than the ISD would have received under the Contract as specified in Exhibit B. Upon January 1, 2021, if less than 50% of the budget is not allocated for program expenditures, HCDE reserves the right to reduce the ISD's operating budget for the spring term and in subsequent grant years, as applicable.

IV. OBLIGATIONS DURING COVID-19 PANDEMIC

Due to the currently ongoing COVID-19 pandemic, the parties agree that either party may perform its obligations under this Contract virtually and/or remotely, as deemed appropriate by the performing party. The ISD is solely responsible for the provision and cost of all equipment, technology, Internet service/capabilities, networking, and the like required to participate in Nita M. Lowey 21st Century CCLC Texas ACE program activities online/remotely.

The ISD is further solely responsible for obtaining any required parental/guardian consent for students to participate in Nita M. Lowey 21st Century CCLC Texas ACE program activities online/remotely. HCDE will not be responsible for any costs necessitated or incurred due to online/remote participation.

The parties agree to reasonably cooperate with each other to ensure that the duties, obligations, and rights of both parties under this Contract are timely fulfilled, to the maximum extent possible, while also taking into account the health and safety of each party's employees, officers, agents, representatives, and students. The parties encourage social distancing as a measure intended to minimize the spread of disease in response to the current health situation.

V. COMPENSATION AND FUNDING

Subject to the following paragraphs, HCDE will pay the ISD in an amount not to exceed:

- \$156,800.00 for providing the Center in accordance with Section III and this Contract at Bammel Middle School.

The ISD must submit an itemized monthly statement detailing expenses with supporting documentation for the Center(s) in order to receive payment of these expenses. HCDE will pay the ISD within 60 days of receiving sufficient funds as described below. Only invoices for allowable expenses, per grant fiscal guidelines, incurred during the term of this Contract will be paid by HCDE. The ISD waives any statutory right to interest the ISD may have under Chapter 2251 of the Texas Government Code. The ISD may be eligible for a prorated amount, in HCDE's sole discretion, if the ISD is unable to maintain its Center(s) in accordance with the site description. Included in these requirements are: the number of Centers in the ISD where the Center programs are provided; the number of students and adults served in the ISD by the Center programs; and fulfillment of the total number of days of providing service. It is expected that the Center will expend a minimum of 90% of the total grant award outlined herein. The ISD agrees that if any time after January 31, 2021, the HCDE CASE for Kids Director determines that the ISD does not have a realistic action plan to expend at least 90% of the grant award amount, HCDE may withhold and reserve up to one-third of the budget (Exhibit B) that would have been otherwise paid to the ISD and use those funds, in HCDE's sole discretion, to allocate allowable expenses to support the afterschool program/Center, in accordance with the grant fiscal guidelines and procedures. HCDE will notify the ISD at least two weeks prior to re-allocation/withholding of funds from the ISD in support of the afterschool program/Center.

The ISD acknowledges that federal funds will be used to pay for all or a portion of funds due under this Contract and that this Contract is only effective upon receipt of the Notice of Grant Award ("NOGA") and actual funding by HCDE from the awarding agency. As such, if HCDE does not receive sufficient funding for the obligations provided in this Contract, HCDE may terminate this Contract without penalty or further obligation to the ISD, at any time upon written notice to the ISD. The expenses incurred in accordance with this Contract shall be wholly funded by the Texas ACE Program. In the event that any payment(s) to ISD under this Contract are subsequently disallowed by the awarding agency or affiliated entity or in the event that HCDE is required to refund any funding received from the awarding agency, affiliated entity, or other granting agency relating to this Contract, to the maximum extent permitted by applicable law, the ISD shall repay to HCDE, on demand, the amount of any such disallowed costs and/or refund. HCDE may, in its sole discretion, deduct the amount(s)

of any such disallowed costs and/or refund(s) from subsequent payments to the ISD under this Contract.

The ISD and HCDE agree that, in accordance with Section 791.011, each party paying for the performance of governmental functions and/or services must make those payments from current revenues available to the paying party, and payment must be in an amount that fairly compensates the performing party for the services and/or functions performed under the Contract.

VI. PIGGYBACKING ON HCDE-PROCURED CONTRACTS

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, the District may, in its discretion, enter into separate and independent contracts with CASE Afterschool and Summer Direct Service Providers, procured by HCDE in accordance with Section 44.031 of the Texas Education Code, that employ the same negotiated terms and conditions contained in an existing contract(s) between HCDE and the Direct Service Provider.

If the District elects to piggyback off of one of HCDE's contracts with CASE for Kids for Youth Services for Afterschool and Summer, the District shall be permitted to purchase goods and services using the contracts competitively procured by HCDE. HCDE does not assess a fee to the District for use of HCDE contracts with Direct Service Providers. The District shall make payments directly to vendors/Direct Service Providers. The District shall be responsible for ordering, inspecting, and accepting the goods and services purchased by utilizing one of HCDE's contracts with Direct Service Providers. The District shall further be responsible for the vendors' compliance with provisions relating to the specific quality of goods and services delivered and terms of delivered, as set forth between the District and the vendor. HCDE is not responsible or liable for the performance of any vendor used by the District as a result of this Agreement or the District's piggybacking off of one of HCDE's contracts with Direct Service Providers.

VII. RELATIONSHIP

It is understood and agreed that the ISD is an independent contractor. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between HCDE and any employee or agent of the ISD. The Contract does not create a joint venture or business partnership under Texas law.

The ISD is solely responsible for the supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), insurance, worker's compensation, and disability benefits and like requirements and obligations of ISD employees, agents, volunteers, and representatives. The ISD agrees that HCDE has no responsibility for any conduct of any ISD employee, agent, volunteer, or representative.

VIII. TERMINATION

This Contract may be terminated by either party without cause with thirty (30) days advance written notice. HCDE may by written notice at any time terminate this Contract if the ISD fails to comply with a provision of this Contract. HCDE may also terminate this Contract as provided in Section IV.

IX. AUTHORIZATION

Each party acknowledges that this Contract has been authorized by the governing body of each party to the Contract.

X. NOTICE

Any notice provided under the terms of this Contract by either party to the other shall be in writing and may be affected by certified mail, return receipt requested. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education
Attention: James Colbert Jr.
County School Superintendent
6300 Irvington Blvd.
Houston, Texas 77022

Attention: Dr. Rodney Watson
Spring ISD Independent School District
16717 Ella Blvd.
Houston, Texas 77090

Each party may change the address at which notice may be sent to that party by giving notice of such change to the other party in accordance with the provisions of this Article.

XI. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of the State of Texas.

XII. VENUE

The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Contract shall be in Harris County, Texas.

XIII. ENTIRE AGREEMENT

This Contract, Exhibit A, Exhibit B, Exhibit C and Exhibit D represents the entire and exclusive agreement between the parties thereto and replaces in their entirety any previous agreements, written or oral.

XIV. AMENDMENT

This Contract may be amended only by the mutual agreement of the parties, in writing, to be attached to and incorporated in this Contract.

XV. ASSIGNMENT

Neither this Contract nor any duties or obligations under it shall be assignable by the ISD without the prior written acknowledgment and authorization of HCDE.

XVI. SEVERABILITY

In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XVII. BENEFIT FOR SIGNATORY PARTIES ONLY

Neither this Contract, nor any term or provision hereof, nor any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.

XVIII. IMMUNITIES

Nothing in this Contract waives or alters any immunities provided either of the parties, their employees, officers, or agents, under Texas or federal law.

Executed this _____ day of _____ the Year 2020.

By:

James Colbert, Jr.
County School Superintendent
Harris County Department of Education

By:

Dr. Rodney Watson
Superintendent
Spring Independent School District

EXHIBIT B

Spring ISD/Bammel MS
CASE for Kids 21st Century/Texas ACE Cycle 9, Year 5 Budget

Personnel -- 6100

Site Director	\$ 54,000
School Year Certified Teachers	\$ 30,000
Summer Certified Teachers	\$ 8,800
School Year Para-professionals	\$ 5,000
Summer Para-professionals	\$ 2,500
Payroll	\$ 100,300
Site Coordinator Fringe Benefits	\$ 10,800
Total Payroll Costs 6100	\$ 111,100

Professional & Contractual Services -- 6200

Professional Development	\$ 2,000
Topic: Enrichment	\$ 4,000
Total Professional & Contractual Services 6200	\$ 6,000

Materials & Supplies -- 6300

Site Coordinator Computer	\$ 500
Site Coordinator Office Supplies	\$ 1,500
Family Engagement Supplies	\$ 1,000
Program Consumable Supplies- Attendance	\$ 1,000
Program Consumable Supplies- Manipulatives	\$ 1,000
Program Consumable Supplies- Games and Kits	\$ 500
Program Literacy Materials	\$ 2,000
Program Technology	\$ 9,500
Total Materials & Supplies 6300	\$ 17,000

Other Operating Costs -- 6400

School Year Transportation	\$ 15,000
Summer Program Transportation	\$ 3,000
Fieldtrip Transportation	\$ 600
Fieldtrip Admission	\$ 1,000
Snacks for Family Engagement	\$ 500
Site Coordinator Mileage (\$.54 per mile)	\$ 800
In-state Conference (OSTICON)	\$ 700
Out-of-state Conference	\$ 1,100
Total Other Operating Costs 6400	\$ 22,700

Total:	\$ 156,800
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EXHIBIT C

Texas ACE Center Operations Schedule (one per center)				Program Year 2020-2021		
Grantee will enter information for the approved Center. Center information should be entered in the same order as included in the approved application.						
Center 10	9 Digit campus ID #	Name of Center/Feeder School, Physical Address, City, ZIP	Priority or Focus School	Grade Levels Served	"Regular" Student Target	Parent/Legal Guardian Target
Center	101919046	Bammel Middle School 16711 Ella Boulevard, Houston, 77090		6-8	82	40
Feeder						
Feeder						
Feeder						

Program Operations	Start Date (MM/DD/YY):	End Date (MM/DD/YY):	Total Weeks
Summer Term Jump Start (Must be approved in NOGA)			
Fall Term	08/31/2020	12/11/2020	12
Spring Term	12/14/2020	06/25/2021	23
Summer Term	07/06/2021	07/29/2021	4
Total number of weeks: (must meet or exceed original Year 1 weeks)			39

Center Schedule												
Day of the Week	Fall Term				Spring Term				Summer Term			
	AM Start	AM End	PM Start	PM End	AM Start	AM End	PM Start	PM End	AM Start	AM End	PM Start	PM End
Monday	7:30	8:30	4:45	6:30	7:30	8:30	4:45	6:30	9:00			3:00
Tuesday	7:30	8:30	4:45	6:30	7:30	8:30	4:45	6:30	9:00			3:00
Wednesday	7:30	8:30	4:45	6:30	7:30	8:30	4:45	6:30	9:00			3:00
Thursday	7:30	8:30	4:45	6:30	7:30	8:30	4:45	6:30	9:00			3:00
Friday	7:30	8:30			7:30	8:30						
Saturday												
Sunday												
Total Hours Per Week:	12				12				24			

Adjunct Sites, If applicable (site name and full address)	
Special Schedules (i.e., Jump Start, Saturday Events, Field Trips)	
Parent/Legal Guardian Activities	Based on Parent Interest Surveys, parents participate in Parent University or Parents Promoting Learning.

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EXHIBIT D**

Statement of provisions and assurances for the program(s) in this Application:

A. **Terms defined:** As used in these Provisions and Assurances,

- *Subaward:* An award provided by a pass-through entity to a Subrecipient for the Subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A Subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract (2 CFR §200.92)
- *Agency or TEA:* The Texas Education Agency
- *Subrecipient:* A non-Federal entity that receives a Subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal awards directly from a Federal awarding Agency (2 CFR §200.93)
- *Program Manager:* The person representing the Agency or the Subrecipient, as indicated by the Subaward, for the purposes of administering the Subaward Project
- *Subaward Project:* The purpose intended to be achieved through the Subaward of which these provisions and assurances are a part
- *Applicant:* The same as Subrecipient
- *SAS:* The Standard Application System of which the Application document is a part
- *Application:* The entire package submitted by the Applicant, including the required schedules contained in the Application and so indicated on Schedule #1 of the paper Application package or on the Certify and Submit schedule of the eGrants Application package.
- *Amendment:* An Application that is revised in budget categories and/or in program activities. It includes Schedule #1 and Schedule #4 of the paper Application, or GS2900 – Purpose of Amendment in eGrants, and any additional schedules affected by the proposed change. The original Application and any previous Amendments are incorporated by reference.
- *Works:* All tangible or intangible material, products, ideas, documents, or Works of authorship prepared or created by the Subrecipient for or on behalf of TEA at any time after the beginning date of the Subaward (Works includes but is not limited to computer software, data, information, images, illustrations, designs, graphics, drawings, educational materials, assessment forms, testing materials, logos, trademarks, patentable materials, etc.)
- *Intellectual Property Rights:* The worldwide intangible legal rights or interests evidenced by or embodied in: (a) any idea, design, concept, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (b) any work of authorship, including any copyrights, moral rights, or neighboring rights; (c) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (d) domain name registrations; and (e) any other similar rights. The Intellectual Property Rights of a party include all worldwide intangible legal rights or interests that the party may have acquired by assignment or license with the right to Grant sublicenses.
- *Grant:* The same as Subaward
- *Grantee:* The same as Subrecipient
- *Grantor:* The same as Agency
- *DCC:* The Document Control Center of the Agency
- *Capital Assets:* Tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with Generally Accepted Accounting Principles (GAAP). Capital Assets include: (a) Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; and (b) Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to Capital Assets that materially increase their value or useful life (not ordinary repairs and maintenance). (2 CFR §200.12).

If the Subrecipient purchases Capital Assets (furniture and/or equipment) with Subaward funds to accomplish the objective(s) of the project, title will remain with the Subrecipient for the period of the Subaward. The Agency

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reserves the right to transfer Capital Assets for Subrecipient noncompliance during the Subaward period or as needed after the ending date of the Subaward. This provision applies to any and all furniture and/or equipment regardless of unit price and how the item is classified in the Subrecipient's accounting record.

- **Capital Expenditures:** Expenditures to acquire Capital Assets or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to Capital Assets that materially increase their value or useful life. (2 CFR §200.13)
- **Protected Personally Identifiable Information (PII):** An individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII that is required by law to be disclosed (2 CFR §200.82)

- B. **Contingency:** The agreement represented by this Subaward is executed by the Agency subject to the availability of funds appropriated by legislative act for the purposes stated. All Amendments and/or extensions or subsequent Subaward agreements entered into for the same or continued purposes are executed contingent upon the availability of appropriated funds. Notwithstanding any other provision in this Subaward agreement or any other document, this Subaward agreement is void upon appropriated funds becoming unavailable. In addition, this Subaward agreement may be terminated by the Agency at any time for any reason upon notice to the Subrecipient. Expenditures and/or activities for which the Subrecipient may claim reimbursement shall not be accrued or claimed subsequent to receipt of such notice from the Agency. This Subaward agreement may be extended or otherwise amended only by formal written Amendment properly executed by both the Agency and the Subrecipient. No other agreement, written or oral, purporting to alter or amend this Subaward shall be valid.
- C. **Subrecipient's Application:** Furnished to the Agency in response to a request for Application, is incorporated in this Subaward by reference for all necessary purposes. It is specifically provided; however, that the provisions of this Subaward shall prevail in all cases of conflict arising from the terms of the Subrecipient's Application whether such Application is a written part of this Subaward or is attached as a separate document.
- D. **Requirements, Terms, Conditions, and Assurances:** Stated in the Request for Application, in response to which the Applicant is submitting this Application, and are incorporated herein by reference for all purposes. The instructions to the Standard Application System, as well as the General and Fiscal Guidelines and Program Guidelines, are incorporated herein by reference.
- E. **Signature Authority; Final Expression; Superseding Document:** The Applicant certifies that the person signing or certifying and submitting this Application has been properly delegated this authority. The Subaward represents the final and complete expression of the terms of agreement between the parties. The Subaward supersedes any previous understandings or negotiations between the parties. Any representations, oral statements, promises, or warranties that differ from the Subaward shall have no force or effect. The Subaward may be modified, amended, or extended only by formal written Amendment properly executed by both TEA and the Subrecipient.
- F. **State of Texas Laws:** In the conduct of the Subaward Project, the Subrecipient shall be subject to Texas State Board of Education and Commissioner rules pertaining to this Subaward and the Subaward Project and to the laws of the State of Texas governing this Subaward and the Subaward Project. This Subaward constitutes the entire agreement between the Agency and the Subrecipient for the accomplishment of the Subaward Project. This Subaward shall be interpreted according to the laws of the State of Texas except as may be otherwise provided for in this Subaward.
- G. **Monitoring:** Desk reviews, on-site monitoring reviews, arranging for agreed-upon-procedures engagements, and training and technical assistance on program-related matters may be conducted by the Agency to determine compliance with the approved Application and the applicable statute(s), law(s), regulations, and guidelines.
- TEA conducts federal fiscal Grant Subrecipient monitoring and compliance reviews, and implements related remedies for noncompliance, in accordance with its established policies and procedures. These policies and procedures incorporate best practices and standards that may be similar to common auditing standards, but the Agency does not apply a specific set of external standards, such as the US Government Accountability Office's Generally Accepted Government Auditing Standards (Yellow Book), nor is it required to do so.
- H. **Specific Conditions:** If TEA identifies, in its sole determination, a grantee as posing a level of risk identified by the agency's risk criteria, the grantee has a history of failure to comply with the terms and conditions of the

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grant award, the grantee fails to meet performance goals, or is not otherwise responsible then TEA may impose additional specific award conditions on any grant award. (2 CFR 200.207).

Specific conditions may include 1) requiring payments as reimbursements rather than advance payments, 2) withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given performance period, 3) requiring additional, more detailed, financial reports, 4) requiring additional project monitoring, 5) requiring technical or management assistance, or 6) establishing additional prior approvals.

TEA may, in appropriate circumstances, designate the specific conditions established under 2 CFR 200.207 as "high-risk conditions" and designate a non-federal entity subject to specific conditions established under §200.207 as a high-risk Grantee. (2 CFR 3474.10)

- I. **Notification of Specific Conditions:** Upon placing a specific condition or high-risk Grantee identification, TEA must notify the Grantee of 1) the nature of the additional requirements, 2) the reason for the additional requirements, 3) the action needed to remove the additional requirement, if applicable, 4) the timeline for completing the additional requirements, and 5) the method for requesting reconsideration of the additional requirements being imposed. Any specific conditions must be promptly removed once the deficiency has been corrected. (2 CFR 200.207)
- J. **Remedies for Noncompliance:** If TEA determines that noncompliance cannot be corrected by imposing the specific conditions, TEA may take one or more of the following remedies for noncompliance actions, as appropriate in the circumstances. 1) temporarily withhold cash payments pending correction of the deficiency, 2) disallow all or part of an activity or action not in compliance, 3) wholly or partly suspend or terminate the grant award, 4) initiate suspension or disbarment proceedings under 2 CFR 180, 5) withhold further grant awards for the project, or 6) take other remedies that may be legally available. (2 CFR 200.338)
- K. **Notification of Remedies for Noncompliance and Opportunity for Hearing:** Upon taking any remedy for non-compliance, TEA must provide the Subrecipient an opportunity to object and provide information and documentation challenging the suspension or termination action. (2 CFR 200.341)
- L. **Subaward Cancellation, etc.:** If this Subaward is canceled, terminated, or suspended by the Agency prior to its expiration date, the reasonable monetary value of services properly performed by the Subrecipient pursuant to this Subaward prior to such cancellation, termination, or suspension shall be determined by the Agency and paid to the Subrecipient as soon as reasonably possible.
- M. **Indemnification:** The Subrecipient, to the extent permitted by law, shall hold the Agency harmless from and shall indemnify the Agency against any and all claims, demands, and causes of action of whatever kind or nature asserted by any third party and occurring or in any way incident to, arising from, or in connection with, any acts of the Subrecipient, its agents, employees, and subcontractors, done in the conduct of the Subaward Project.
- N. **Encumbrances/Obligations and Liquidations:** All encumbrances/obligations shall occur on or between the beginning and ending dates of the Subaward unless pre-award costs are expressly permitted for the individual Grant program. In general, goods or services delivered near the end of the Grant period may be viewed by TEA as not necessary to accomplish the objectives of the current Grant program; however, TEA will evaluate such expenditures on a case-by-case basis. A TEA monitor or an auditor may disallow those expenditures if the Grantee is unable to (1) document the need for the expenditures, (2) demonstrate that program beneficiaries receive benefit from the late expenditures, or (3) negate the appearance of "stockpiling" supplies or equipment. The Subrecipient must receive the benefit and liquidate (record as an expenditure) all obligations incurred under the Subaward no later than the revised final expenditure report due date. An encumbrance cannot be considered an expenditure or accounts payable until the goods have been received and the services have been rendered. Obligations that are liquidated and recognized as expenditures must meet the allowable cost principles in 2 CFR Part 200 of EDGAR (as applicable) and program rules, regulations, and guidelines contained elsewhere. This provision applies to all Grant programs, including state and federal, discretionary and formula.
- O. **Financial Management and Accounting:** The Subrecipient assures it will maintain a financial management system that provides for the following: (1) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, name of the Federal Agency, and name of the pass-through entity, if any. (2) Accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with the reporting requirements set forth in 2 CFR §§200.327 Financial reporting and 200.328 Monitoring and reporting program performance. If a Federal awarding Agency requires reporting on an accrual basis from a recipient that maintains

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its records on other than an accrual basis, the recipient must not be required to establish an accrual accounting system. This recipient may develop accrual data for its reports on the basis of an analysis of the documentation on hand. Similarly, a pass-through entity must not require a Subrecipient to establish an accrual accounting system and must allow the Subrecipient to develop accrual data for its reports on the basis of an analysis of the documentation on hand. (3) Records that identify adequately the source and Application of funds for federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation. (4) Effective control over, and accountability for, all funds, property, and other assets. The non-Federal entity must adequately safeguard all assets and assure that they are used solely for authorized purposes. See 2 CFR §200.303 Internal controls. (5) Comparison of expenditures with budget amounts for each Federal award. (6) Written procedures to implement the requirements of 2 CFR §200.305 Payment. (7) Written procedures for determining the allowability of costs in accordance with Subpart E—Cost Principles of this part and the terms and conditions of the Federal award. (2 CFR §200.302(b)(7)).

Public school districts, open-enrollment charter schools, and regional education service centers in Texas must comply with the accounting requirements in the Financial Accounting and Reporting (FAR) module of the *Financial Accountability System Resource Guide*, Texas Education Agency.

- P. **Expenditure Reports:** The Subrecipient shall submit expenditure reports in the time and manner requested by the Agency and in accordance with the critical events calendar for the Grant accessible from the TEA Grant Opportunities page which is incorporated by reference. Unless otherwise specified, interim reports are due to TEA within 15 days after the end of each reporting period. Unless otherwise specified, the final expenditure report is due within 30 days after the ending date of the Grant. Revised expenditure reports, if allowable, where the Subrecipient is claiming additional expenditures beyond that originally requested, must be submitted within 60 days after the ending date of the Grant, unless otherwise specified.
- Q. **Refunds Due to TEA:** If the Agency, or Subrecipient, determines that the Agency is due a refund of money paid to the Subrecipient pursuant to this Subaward, the Subrecipient shall pay the money due to the Agency within 30 days of the Subrecipient's receipt of written notice that such money is due to the Agency. If the Subrecipient fails to make timely payment, the Agency may obtain such money from the Subrecipient by any means permitted by law, including but not limited to offset, counterclaim, cancellation, termination, suspension, total withholding, and/or disapproval of all or any subsequent Applications for said funds.
- R. **Records Retention:** Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of five years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding Agency or pass-through entity in the case of a Subrecipient (GEPA §81.31(c)).
- The Subrecipient understands that acceptance of funds under this Subaward acts as acceptance of the authority of the State Auditor's office, or any successor Agency, to conduct an audit or investigation in connection with those funds. The Subrecipient further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. The Subrecipient will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Subrecipient and the requirements to cooperate is included in any subcontract it awards.
- S. **Time and Effort Recordkeeping:** For those personnel whose salaries are prorated between or among different funding sources or used as matching/cost sharing to a federal Grant, time and effort records will be maintained by Applicant that will confirm the services provided within each funding source. Applicant must adjust payroll records and expenditures based on this documentation. This requirement applies to all projects, regardless of funding source, unless otherwise specified. For federally funded projects, time and effort records must be in accordance with the requirements in 2 CFR §200.430(i) of EDGAR, as applicable.
- T. **Forms, Assurances, and Reports:** The Subrecipient shall in a timely manner make and file with the proper authorities all forms, assurances, and reports required by federal laws and regulations. The Agency shall be responsible for reporting to the proper authorities any failure by the Subrecipient to comply with the foregoing laws and regulations coming to the Agency's attention and may deny payment or recover payments made by the Agency to the Subrecipient in the event of the Subrecipient's failure to comply.
- U. **Intellectual Property Ownership:** The Subrecipient agrees that all Works are, upon creation, Works made for hire and the sole property of TEA. If the Works are, under applicable law, not considered Works made for hire, the Subrecipient hereby assigns to TEA all worldwide ownership of all rights, including the Intellectual Property Rights, in the Works, without the necessity of any further consideration, and TEA can obtain and hold in its own name all such rights to the Works. The Subrecipient agrees to maintain written agreements with all officers,

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directors, employees, agents, representatives, and subcontractors engaged by the Subrecipient for the Subaward Project, Granting the Subrecipient rights sufficient to support the performance and Grant of rights to TEA by the Subrecipient. Copies of such agreements shall be provided to TEA promptly upon request.

The Subrecipient warrants that (i) it has the authority to Grant the rights herein Granted; (ii) it has not assigned or transferred any right, title, or interest to the Works or Intellectual Property Rights that would conflict with its obligations under the Subaward, and the Subrecipient will not enter into any such agreements; and (iii) the Works will be original and will not infringe any Intellectual Property Rights of any other person or entity. These warranties will survive the termination of the Subaward. If any preexisting rights are embodied in the Works, the Subrecipient Grants to TEA the irrevocable, perpetual, nonexclusive, worldwide, royalty-free right and license to (i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative Works based upon such preexisting rights and any derivative Works thereof; and (ii) authorize others to do any or all of the foregoing. The Subrecipient agrees to notify TEA on delivery of the Works if they include any such preexisting rights. On request, the Subrecipient will provide TEA with documentation indicating a third party's written approval for the Subrecipient to use any preexisting rights that may be embodied or reflected in the Works.

For School Districts, ESCs, Nonprofit, and For-Profit Organizations: The foregoing Intellectual Property Ownership provisions apply to any school districts, ESCs, nonprofit organizations, and their employees, agents, representatives, consultants, and subcontractors. If a school district, ESC, or nonprofit organization or any of its subcontractor(s) wish to obtain a license agreement to use, advertise, offer for sale, sell, distribute, publicly display, publicly perform or reproduce the Works, or make derivative Works from the Works, then express written permission must first be obtained from the TEA Copyright Office.

For Colleges and Universities: The foregoing Intellectual Property Ownership provisions apply to any colleges and universities and their employees, agents, representatives, consultants, and subcontractors; provided, that for all Works and derivative Works created or conceived by colleges or universities under the Subaward, they are Granted a non-exclusive, non-transferable, royalty-free license to use the Works for their own academic and educational purposes only. The license for academic and educational purposes specifically excludes advertising, offering for sale, selling, distributing, publicly displaying, publicly performing, or reproducing the Works, or making derivative Works from the Works that are created or conceived under this Subaward; and colleges and universities and their employees, agents, representatives, consultants, and subcontractors are prohibited from engaging in these uses and activities with regard to the Works unless the prior express written permission of the TEA Copyright Office is obtained.

- v. **Unfair Business Practices:** By signing this Subaward, the Subrecipient, if other than a state Agency, certifies that the Subrecipient, within the preceding 12 months, has not been found guilty, in a judicial or state Agency administrative proceeding, of unfair business practices. The Subrecipient, if other than a state Agency, also certifies that no officer of its company has, within the preceding 12 months, served as an officer in another company which has been found, in a judicial or state Agency administrative proceeding, to be guilty of unfair business practices.

The Subrecipient, whether a state Agency or not a state Agency, certifies that no funds provided under this Subaward shall be used to purchase supplies, equipment, or services from any companies found to be guilty of unfair business practices within 12 months from the determination of guilt.

- w. **Subcontracting:** The Subrecipient shall not assign or subcontract any of its rights or responsibilities under this Subaward, except as may be otherwise provided for in this Application, without prior formal written approval Granted as an Amendment to this Subaward properly executed by both the Agency and the Subrecipient.
- x. **Use of Consultants:** Notwithstanding any other provision of this Application, Applicant shall not use or pay any consultant in the conduct of this Application if the services to be rendered by any such consultant can be provided by Applicant's employees.
- y. **Disposition of Equipment and Supplies:** If Capital Expenditures are used to purchase Capital Assets, the Subrecipient must request disposition instructions from the Agency before disposing of the equipment and/or supplies. Disposition will be made in accordance with 2 CFR §§200.313 and 200.314 as applicable.
- z. **Agency Property (Terms):** In the event of loss, damage, or destruction of any property owned by or loaned by the Agency while in the custody or control of the Subrecipient, its employees, agents, consultants, or subcontractors, the Subrecipient shall indemnify the Agency and pay to the Agency the full value of or the full cost of repair or replacement of such property, whichever is the greater, within 30 days of the Subrecipient's receipt of written notice of the Agency's determination of the amount due. This provision applies whether the property is developed or purchased by the Subrecipient pursuant to this Subaward or is provided by the Agency to the

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Subrecipient for use in the Subaward Project. If the Subrecipient fails to make timely payment, the Agency may obtain such money from the Subrecipient by any means permitted by law, including but not limited to offset or counterclaim against any money otherwise due to the Subrecipient by the Agency.

- AA. **Travel Costs:** Amounts authorized for maximum recovery for travel costs against any state or federal funding source are restricted to those amounts which are approved in the State of Texas appropriations bill in effect for the particular obligation. Any amount over this limit must come from local funding sources. Applicant must recover funds at a lesser rate if local policy amounts are less than the maximum allowed by the state. Out-of-state travel may not exceed the federal government rate for the locale. Reimbursement of travel costs is based on actual expenses. Travel allowances are unallowable.
- BB. **Funds for Religious Worship, Instruction:** No funds will be used to pay for religious worship, instruction, or proselytization, or for any equipment or supplies for such, or for any construction, remodeling, repair, operation, or maintenance of any facility or part of a facility to be used for religious worship, instruction, or proselytization (34 CFR §76.532)
- CC. **Disclosure of Gifts and Campaign Contributions:** The Grantee shall file disclosures of gifts and campaign contributions as required by State Board of Education Operating Rule 4.3, which is incorporated as if set out in full. The Grantee has a continuing obligation to make disclosures through the term of the Subaward. Failure to comply with State Board of Education Operating Rule 4.3 is grounds for canceling the Subaward agreement.
- DD. **Submission of Audit Reports to TEA:** Grantees agree to submit audit report(s) consistent with the requirements of 2 CFR Part 200, Subpart F of EDGAR, including the reporting package described in §200.512, to the Federal Audit Clearinghouse (FAC). Also by section 44.008 of the Texas Education Code (TEC), Grantees also agree to submit audit reports to TEA Division of Financial Compliance (DFC) in the time and manner requested by the Agency.

Grantees that expend \$750,000 or more during the entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.501 Audit requirements, except when it elects to have a program-specific audit conducted in accordance with paragraph of that section. Grantees agree to submit a copy of such audits to TEA when the schedule of findings and questioned costs disclose audit findings relating to any federal awards provided by TEA. A copy of such audits shall also be submitted to TEA if the summary schedule of prior audit findings reported the status of any audit findings relating to any federal awards provided by TEA.

- EE. **Federal Rules, Laws, and Regulations That Apply to All Federal Programs:** The Subrecipient shall be subject to and shall abide by all federal laws, rules, and regulations pertaining to the Subaward Project, including but not limited to:
1. **Americans With Disabilities Act**, Public Law (P.L.) 101-336, 42 United States Code (USC) section 12101, and the regulations effectuating its provisions contained in 28 CFR Parts 35 and 36, 29 CFR Part 1630, and 47 CFR Parts 0 and 64.
 2. **Title VI of the Civil Rights Act of 1964**, as amended (prohibition of discrimination by race, color, or national origin), and the regulations effectuating its provisions contained in 34 CFR Part 100.
 3. **Title IX of the Education Amendments of 1972**, as amended (prohibition of sex discrimination in educational institutions) and the regulations effectuating its provisions contained in 34 CFR Part 106, if the Subrecipient is an educational institution.
 4. **Section 504 of the Rehabilitation Act of 1973**, as amended (nondiscrimination on the basis of handicapping condition), and the regulations effectuating its provisions contained in 34 CFR Parts 104 and 105.
 5. **Age Discrimination Act of 1975**, as amended (prohibition of discrimination on basis of age), and any regulations issued thereunder, including the provisions contained in 34 CFR Part 110.
 6. **Family Educational Rights and Privacy Act (FERPA) of 1975**, as amended (ensures access to educational records for students and parents while protecting the privacy of such records), and any regulations issued thereunder, including **Privacy Rights of Parents and Students** (34 CFR Part 99), if the Subrecipient is an educational institution (20 USC 1232g).
 7. Section 509 of H.R. 5233 as incorporated by reference in P.L. 99-500 and P.L. 99-591 (**prohibition against the use of federal Grant funds to influence legislation pending before Congress**).
 8. **Pro-Children Act of 2001**, which states that no person shall permit smoking within any indoor facility owned or leased or contracted and utilized for the provision of routine or regular kindergarten,

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elementary, or secondary education or library services to children (P.L. 107-110, section 4303[a]). In addition, no person shall permit smoking within any indoor facility (or portion of such a facility) owned or leased or contracted and utilized for the provision of regular or routine health care or day care or early childhood development (Head Start) services (P.L. 107-110, Section 4303[b][1]). Any failure to comply with a prohibition in this Act shall be considered to be a violation of this Act and any person subject to such prohibition who commits such violation may be liable to the United States for a civil penalty, as determined by the Secretary of Education (P.L. 107-110, section 4303[e][1]).

9. **Fair Labor Standards Act (29 USC 207), Davis Bacon Act (40 USC 276[a]), and Contract Work Hours and Safety Standards Act (40 USC 327 et seq.)**, as applicable, and their implementing regulations in 29 CFR 500-899; 29 CFR Parts 1, 3, 5, and 7; and 29 CFR Parts 5 and 1926, respectively.
10. P.L. 103-227, Title X, Miscellaneous Provisions of the GOALS 2000: Educate America Act; P.L. 103-382, Title XIV, General Provisions of the Elementary and Secondary Education Act, as amended; and General Education Provisions Act, as amended.
11. **Prohibition of Text Messaging and Emailing while Driving during Official Federal Grant Business:** Personnel funded from federal Grants and their subcontractors and Subgrantee are prohibited from text messaging while driving an organization-owned vehicle, or while driving their own privately owned vehicle during official Grant business, or from using organization-supplied electronic equipment to text message or email while driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership On Reducing Text Messaging While Driving," October 1, 2009 (pursuant to provisions attached to federal Grants funded by the US Department of Education).
12. **Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 USC 7104[g]):** In accordance with 2 CFR 175, this award may unilaterally be terminated, without penalty, if Subrecipient or an employee of Subrecipient violates any of the applicable prohibitions of this award term through conduct that is either associated with performance under this award or imputed to Subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 CFR 85.630. Subrecipient and Subrecipient's employees may not i) Engage in severe forms of trafficking in persons during the period of time that the award is in effect; ii) Procure a commercial sex act during the period of time the award is in effect; or iii) Use forced labor in the performance of the award or Subaward under the award. Subrecipient must inform the proper authorities and Agency immediately of any information it receives from any source alleging a violation of the applicable prohibitions of this award term. In addition to all other remedies for noncompliance that are available to the Agency under this award, Subrecipient must include the requirements of this provision in any Subaward made to a private entity.

FF. Federal Regulations Applicable to All Federal Programs:

A complete description of the federal regulations that apply to federal education grant awards may be found on USDE's EDGAR website at <http://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html>.

GG. General Education Provisions Act (GEPA), As Amended, Applicable to All Federal Programs Funded or Administered through or by the US Department of Education:

The general Application submitted by a local educational Agency shall set forth these assurances:

1. **Applicability:** That the local educational Agency will administer each program covered by the Application in accordance with all applicable statutes, regulations, program plans, and Applications (20 USC 1232(e));
2. **Public Agency Control:** That the control of funds provided to the local educational Agency under each program, and title to property acquired with those funds, will be in a public Agency and that a public Agency will administer those funds and property (20 USC 1232(e));
3. **Sound Accounting:** That the local educational Agency will use fiscal control and fund accounting procedures that will ensure proper disbursement of, and accounting for, Federal funds paid to that Agency under each program (20 USC 1232(e));
4. **Access to Records:** That the local educational Agency will make reports to TEA and to the Secretary of Education as may reasonably be necessary to enable TEA and the Secretary to perform their duties and that the local educational Agency will maintain such records, including the records required under 20 USC 1232(f), Education Records, and provide access to those records, as TEA or the Secretary deem necessary to perform their duties (20 USC 1232(e));
5. **Participation in Planning:** That the local educational Agency will provide reasonable opportunities for

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the participation by teachers, parents, and other interested agencies, organizations, and individuals in the planning for and operation of each program (20 USC 1232(e));

6. **Availability of Information:** That any Application, evaluation, periodic program plan or report relating to each program will be made readily available to parents and other members of the general public (20 USC 1232(e));
7. **Construction:** That in the case of any project involving construction -
(A) the project is not inconsistent with overall State plans for the construction of school facilities, and
(B) in developing plans for construction, due consideration will be given to excellence of architecture and design and to compliance with standards prescribed by the Secretary under section 794 of title 29 in order to ensure that facilities constructed with the use of Federal funds are accessible to and usable by individuals with disabilities (20 USC 1232 (e));
8. **Sharing Information:** That the local educational Agency has adopted effective procedures for acquiring and disseminating to teachers and administrators participating in each program significant information from educational research, demonstrations, and similar projects, and for adopting, where appropriate, promising educational practices developed through such projects (20 USC 1232(e)); and
9. **Direct Financial Benefit:** That none of the funds expended under any applicable program will be used to acquire equipment (including computer software) in any instance in which such acquisition results in a direct financial benefit to any organization representing the interests of the purchasing entity or its employees or any affiliate of such an organization (20 USC 1232(e)).
10. **Prohibition of Funds for Busing:** No funds appropriated for the purpose of carrying out any applicable program may be used for the transportation of students or teachers (or for the purchase of equipment for such transportation) in order to overcome racial imbalance in any school or school system, or for the transportation of students or teachers (or for the purchase of equipment for such transportation) in order to carry out a plan of racial desegregation of any school or school system, except for funds appropriated pursuant to title VIII of the Elementary and Secondary Education Act of 1965 [20 U.S.C. 7701 et seq.], but not including any portion of such funds as are attributable to children counted under section 8003(d) of such Act [20 U.S.C. 7703(d)] or residing on property described in section 8013(10) of such Act [20 U.S.C. 7713(10)] (20 USC 1228).

HH. State Rules, Laws, and Regulations That Apply to All Programs Administered by TEA:

The Grantee shall comply with all provisions of the Texas Education Code, Chapter 22, Subchapter C, Criminal History Records, which requires that personnel employed using Grant funds shall be subject to the state's fingerprinting requirement. The Subrecipient provides assurance, with its signature on Schedule #1 of the paper Grant Application or by certifying and submitting the eGrants Application, that it will take all necessary and required steps to ensure that all its Subrecipients are in compliance with the fingerprinting requirement.

- II. **Family Code Applicability:** With its signature on Schedule #1 of the paper Application or by certifying and submitting the eGrants Application, the Subrecipient, if other than a state Agency, certifies that under Section 231.006, Family Code, that the Subrecipient is not ineligible to receive payment under this Subaward and acknowledges that this Subaward may be terminated and payment may be withheld if this certification is inaccurate. TEA reserves the right to terminate this Subaward if the Subrecipient is found to be ineligible to receive payment. If the Subrecipient is found to be ineligible to receive payment and the Subaward is terminated, the Subrecipient is liable to TEA for attorney's fees; the costs necessary to complete the Subaward, including the cost of advertising and awarding a second Subaward; and any other damages or relief provided by law or equity.
- JJ. **Interpretation:** In the case of conflicts arising in the interpretation of wording and/or meaning of various sections, parts, appendices, General Provisions and Assurances, Program-Specific Provisions and Assurances, exhibits, attachments, or other documents, the TEA Subaward and its General Provisions and Assurances, Program-Specific Provisions and Assurances, appendices, Errata, and General and Fiscal Guidelines shall take precedence over all other documents that are apart of this Subaward.
- KK. **Registered Lobbyists:** No state or federal funds transferred to a Subrecipient/Grantee may be used to hire a registered lobbyist.
- LL. **Test Administration and Security:** This Subaward is executed by the Agency subject to assurance by the Subrecipient that it has at all times been and shall remain in full compliance with Title 19, Texas Administrative Code Chapter 101, and all requirements and procedures for maintaining test security specified in any test administration

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materials in the possession or control of the Subrecipient, or any school, campus, or program operated by the Subrecipient. Notwithstanding any other provision in this Subaward or any other document, this Subaward is void upon notice by the Agency, in its sole discretion, that the Subrecipient or any school, campus, or program operated by the Subrecipient has at any time committed a material violation of Title 19, Texas Administrative Code Chapter 101, or any requirement or procedure for maintaining test security specified in any test administration materials in the possession or control of the Subrecipient, or any school, campus, or program operated by the Subrecipient. Expenditures and/or activities for which the Subrecipient may claim reimbursement shall not be accrued or claimed subsequent to receipt of such notice from the Agency.

- MM. **Social Security Numbers:** Social security numbers will not be provided by TEA as a part of this agreement. TEA is not requiring or requesting school districts or other Grantees to provide social security numbers as a part of this agreement.
- NN. **Student-Identifying Information:** The Subrecipient agrees that in executing tasks on behalf of TEA, the Subrecipient will not use any student-identifying information in any way that violates the provisions of FERPA and will destroy or return all student-identifying information to TEA within 30 days of project completion.
- OO. **Protected Personally Identifiable Information (Protected PII):** The Subrecipient agrees to take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding Agency or pass-through entity designates as sensitive or the non-federal entity considers sensitive consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality.
- PP. The Subrecipient assures that the Grantee Manager and/or Grantee Official, or such person using the Grantee Manager or Grantee Official's credentials, has been authorized by the Subrecipient organization to enter the organization into legally binding agreements for grant payment purposes prior to the Grantee Manager or Grantee Official certifying and submitting expenditure payment requests in the TEA Expenditure Reporting (ER) System.

Revised 02/2019

By signing Schedule #1—General Information of the paper Application or by certifying and submitting the eGrants Application, the Applicant indicates acceptance of and compliance with all requirements described herein.

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Statutory & Program Assurances

The following assurances apply to this grant program. In order to meet the requirements of the grant, the grantee must comply with these assurances.

- The applicant provides assurance that program funds will supplement (increase the level of service), and not supplant (replace) state mandates, State Board of Education rules, and activities previously conducted with state or local funds. The applicant provides assurance that state or local funds may not be decreased or diverted for other purposes merely because of the availability of these funds. The applicant provides assurance that program services and activities to be funded from this grant will be supplementary to existing services and activities and will not be used for any services or activities required by state law, State Board of Education rules, or local policy.
- The applicant provides assurance that the application does not contain any information that would be protected by the Family Educational Rights and Privacy Act (FERPA) from general release to the public.
- The applicant provides assurance they accept and will comply with No Child Left Behind Act Provisions and Assurances requirements.
- The applicant provides assurance they accept and will comply with Every Student Succeeds Act Provisions and Assurances requirements.
- The applicant provides assurance that proof of nonprofit status will be submitted with the grant application, if applicable.
- The applicant provides assurance that the program will take place in a safe facility that is properly equipped and accessible to participants and family members.
- The applicant provides assurance that the proposed program was developed, and will be carried out in active collaboration with the schools that participating students attend, including through the sharing of relevant data among schools, all participants of the eligible entity, and any partnership entities in compliance with applicable laws relating to privacy and confidentiality and in alignment with the challenging state academic standards and any local academic standards.
- The applicant provides assurance that the program will target students who primarily attend schools eligible for schoolwide programs under ESEA as amended by ESSA, Section 1114, and the families of such students.
- The applicant will adhere to the level of services in the approved application and in the agreed-upon center operation schedules and will provide those services to eligible students through this and all continuation and renewal grant periods, as applicable. Applicant acknowledges that proposed amendments that reduce the level of services to below the Year 1 awarded application will be approved only in extreme or unusual circumstances and that failure to adhere to service levels and student targets will result in reduced funding during the subsequent continuation grant period. Grant funds remaining unexpended at the end of the expenditure reporting period for the grant award will not be made available by TEA to supplement continuation grant awards.
- The applicant provides assurance that services for students and families will begin no earlier than August 1, 2020, and no later than September 8, 2020.
- The applicant assures that services will be provided at no cost to participants. Applicants are prohibited from collecting fees, including late pickup fees or any other fee.
- The applicant assures that activities will be supervised at all times by qualified staff at adult to student ratios that meet or exceed TEC Chapter 25, Subchapter D requirements or other state required ratios as applicable.
- The applicant will adhere to a TEA-approved schedule that meets or exceeds program service requirements at each center and that provides a consistent and dependable schedule of weekly activities for all students enrolled.
 - A minimum of 35 weeks per year across all terms, including summer. TEA will count only the weeks in which a center offered the minimum number of hours-per-week toward the 35-week total. Make-up hours will be credited. The week runs from Sunday through Saturday.
 - A minimum of four days per week for the fall and spring terms
 - A minimum of 12 hours per week (applicants should not propose to offer more than 20 hours of programming per week). Note: Transportation time that exceeds 30 minutes per-day shall not be counted towards minimum hours-per-week of programming.
 - A minimum of six weeks and four hours per day, four days per week during the summer term. Continuous weeks are not required. Applicants may offer four weeks of summer programming during the grant period that ends July 31, 2021, but if approved, the grantee must offer two weeks of summer programming in the subsequent continuation period between August 1, 2020, and the first student attendance day for the 2020 - 2021 school year.
 - Hours dedicated to program activities for adult family members will not count toward student programming.
- The applicant assures that center-level activities will be a minimum of 45 consecutive minutes in length and planned for each hour that a center is operating. Activities will be intentionally designed to address student needs and student

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voice, aligned with state standards and developed using a planning tool such as the Texas ACE Activity/Unit and Lesson Plan Worksheet. Activities will reflect each of the following four components during each term: academic assistance, academic enrichment, family and parental support, and college and workforce readiness. College and workforce readiness activities are required only for grades 9-12, and are allowed for other grades as appropriate.

- The applicant assures that academic, academic enrichment, accelerated learning, and tutoring activities will align with the regular school day program and state standards. Enrichment activities will enhance the academic-related activities of the regular day and/or be aligned with a documented student or campus need.
- The applicant assures that all activities will occur at an approved center or, on a limited and pre-approved basis, at an adjunct site or during an approved field trip. Activities at a non-approved location, such as a feeder school, are unallowable and will not be charged to the grant.
- The applicant will offer families of students served by the program opportunities for active and meaningful engagement in their children's education and opportunities for literacy and related educational development. Family activities will be designed to meet the identified needs of each center's families and students; the needs of working families will be specifically addressed. Activities will be ongoing and consistently available throughout each term. The number of family members served will be proportional to the targeted number of students.
- The applicant assures that all required staff positions will regularly participate in training and other opportunities offered by the Texas ACE program. In addition, the applicant will regularly provide program-specific in-person training to center-level staff and will document the content and attendance of training events.
- The applicant assures that all required staff positions will regularly participate in training and other opportunities offered by the Texas ACE program. In addition, the applicant will regularly provide program-specific in-person training to center-level staff and will document the content and attendance of training events.
- The applicant will cooperate with TEA and its contractors in conducting state-required activities, including but not limited to program implementation monitoring, statewide evaluation, compliance, technical assistance, and capacity building.
- The applicant assures that local grant programs will include the Texas ACE logo in all outreach and communication materials and the grantee will comply with Texas ACE branding guidelines.
- The applicant agrees to submit required data for state program evaluation, compliance monitoring, and federal reporting in the format and timeline provided by TEA. Grantee agrees to submit required logic models, sustainability plans, program evaluation reports, and any other required reports or products in accordance with the format provided by TEA.
- The applicant will adhere to the Texas 21st Century Student Tracking (Tx21st) system data reporting requirements. Grantee Profile, Funding, Contacts, Partner, Center Profiles, Center Contacts, Center Operations, Feeder Schools, Activities, and Schedule data will be entered in August and will be updated as changes in any of the data occur. Center Operations data will be updated at the beginning of each term. Data entered in the system must support the approved application and operating schedule.
 - Participant and enrollment data will be entered in August or September, depending on the center schedule.
 - Attendance data will be entered daily or weekly.
 - Exception reports and data corrections will be completed and reviewed by the project director
 - The applicant will coordinate with the school district to collect and enter school day attendance and grades data into Tx21st.
- The applicant agrees to conduct annual local program evaluation at the center and grant levels that assesses the following objective measures: school day attendance, core course grades, mandatory discipline referrals, on-time advancement to the next grade level, high school graduation rates, and high school student career competencies. The results of the local evaluation will be used to refine, improve, and strengthen the local program and will be made available to the public upon request, with public notice of such availability provided.
- Applicant will comply with any program requirements written elsewhere in this Request for Application.
- The applicant will adhere to the agreed-upon plan in the original approved grant application and subsequent amendments as appropriate including, but not limited to, the following stated statutory requirements:
 - how students participating in the program will travel safely to and from the center and home;
 - disseminating information about the learning center, including its location, to the community in a manner this understandable and accessible;
 - strategies that implemented to improve student academic achievement, campus academic achievement and overall student success;
 - combining or coordinating with federal, state and local programs to make the most effective use of public resources;
 - how program activities will meet the objective set measures designed to increase high-quality academic enrichment opportunities;
 - partnerships between local education agencies, community-based organizations, and other public or private entities in carrying out the proposed program;

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- how the program is designed to address documented needs of the community;
 - the level of experience or promise of success in providing educational and related activities that will complement and enhance academic performance, achievement, and positive youth development of the students;
 - using volunteers in activities carried out through the learning center; and
 - how the community learning center will continue after funding ends.
- By submitting the application for continuation funding, the applicant agrees to comply with all of the requirements stated in the Year 1 Request for Application and subsequent continuation applications. The applicant also agrees to adhere to the peer-reviewed descriptions and plans for carrying out the program requirements in the original approved application, continuation applications, and any TEA-approved amendments to the applications.
- The applicant provides assurance that it will not generate program income as a result of the federal grant, including collecting fees of any kind. The applicant further acknowledges that program income that is collected prior to approval of TEA and the United States Department of Education will result in a reduction of the grant award by the amount of program income and that any program income generated must be used only for allowable program costs during the award period in which the income was generated.
- The applicant will comply with all requirements in the original grant application not superseded by subsequent amendments, continuation grant requirements, or written program policies and guidance.
- The applicant provides assurance that it will annually conduct a needs assessment and an updated program implementation plan based on the results of the annual needs assessment.
- Applicant provides assurance to adhere to all Performance Measures, as noted in the 2020-2021 Texas Nita M. Lowey 21st Century Community Learning Centers, Cycle 9, Year 5, Program Guidelines, and shall provide the Texas Education Agency, upon request, any performance data necessary to assess the success of the program.

Grantees may carry out activities designed to advance student academic achievement and support student success, including:

- extra-duty pay for staff working beyond their normal contracted hours to provide activities/services that supplement the regular school day for the local ACE program
- nutritional snacks for students and parents during the program
- travel to required Texas ACE© state and regional training, meetings, conferences and workshops
- transportation for students from feeder schools to the program center and transportation for all program students from the center home
- well-rounded education activities, including credit recovery or attainment and dual credit programs for secondary students
- literacy education, including financial literacy and environmental literacy
- activities that support a healthy and active lifestyle, including nutritional education and regular, structured physical activity
- services for individuals with disabilities
- activities that emphasize language skills and academic achievement for students who are English learners
- cultural programs
- telecommunications and technology education programs
- expanded library service hours
- programs that assist students who have been truant, suspended, or expelled to improve their academic achievement
- drug and violence prevention and counseling
- activities that build skills in science, technology, engineering, and mathematics (STEM) including computer science and that foster innovation in learning by supporting nontraditional STEM education teaching methods
- programs that partner with in-demand fields of the state or local workforce or build career competencies and career readiness and ensure that career readiness skills are aligned with the Carl D. Perkins Career and Technical Education Act of 2006 and the Workforce Innovation and Opportunity Act
- providing parents and legal guardians of students participating in the grant program with active and meaningful engagement in their children's education, including opportunities for literacy and related educational development

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The following special provisions apply to all programs funded under Public Law 114-95, Elementary and Secondary Education Act of 1965 (ESEA), as amended by the Every Student Succeeds Act (ESSA) that replaced its predecessor, the No Child Left Behind (NCLB) Act of 2001. By certifying and submitting the eGrants application, the applicant is assuring it is in compliance with the following provisions:

- A. Each such program will be administered in accordance with all applicable statutes, regulations, program plans, and applications.
- B. The control of funds provided under each such program and title to property acquired with program funds will be in a public agency or in a nonprofit private agency, institution, organization, or Indian tribe, if the law authorizing the program provides for assistance to such entities.
- C. The public agency, nonprofit private agency, institution, organization, or Indian tribe will administer such funds and property to the extent required by the authorizing statutes.
- D. The applicant will adopt and use proper methods of administering each such program, including the enforcement of any obligations imposed by law on agencies, institutions, organizations, and other recipients responsible for carrying out each program and the correction of deficiencies in program operations that are identified through audits, monitoring, or evaluation.
- E. The applicant will cooperate in carrying out any evaluation of each such program conducted by or for the Texas Education Agency (TEA), the US Secretary of Education, or other federal officials.
- F. The applicant will use such fiscal control and fund accounting procedures as will ensure proper disbursement of, and accounting for, federal funds paid to such applicant under each such program.
- G. The applicant will submit such reports to TEA (which shall make the reports available to the governor) and the US Secretary of Education, as TEA and the US Secretary of Education may require to enable TEA and the US Secretary of Education to perform their duties under each such program.
- H. The applicant will maintain such records, provide such information, and afford access to the records as the Agency (after consultation with the governor) or the Secretary may find necessary to carry out the Agency's or the Secretary's duties.
- I. Before the application was submitted, the applicant afforded a reasonable opportunity for public comment on the application and has considered such comment.
- J. **Gun-Free Schools Act:** The local educational agency assures that it is in compliance with Section 37.007(e) of the Texas Education Code, which requires expulsion of a student who brings to school or possesses at school a firearm as defined by 18 United States Code (USC) Section 2891 (pursuant to the requirements in P.L. 114-95, Section 8561[b][1]). In addition, the local educational agency certifies that it has a policy requiring referral to the criminal justice or juvenile delinquency system of any student who brings a firearm or weapon to school (P.L. 114-95, Section 8561[h][1]).
- K. **Student Records Transfer:** The local educational agency shall ensure that a student's records and, if applicable, a student's individualized education program as defined in Section 602(11) of the Individuals with Disabilities Education Act, are transferred to a charter school upon the transfer of the student to the charter school, and to another public school upon the transfer of the student from a charter school to another public school, in accordance with applicable state law (P.L. 114-95, Section 4308).
- L. **Consolidation of Administrative Funds:** A local educational agency, with the approval of TEA, may consolidate and use for the administration of one or more programs under the Every Student Succeeds Act not more than the percentage, established in each program, of the total available for the local educational agency under those programs. A local educational agency that consolidates administrative funds shall not use any other funds under the programs included in the consolidation for administration for that fiscal year. Consolidated administrative funds shall be used for the administration of the programs covered and may be used for coordination of these programs with other federal and non-federal programs and for dissemination of information regarding model programs and practices.
- M. **Privacy of Assessment Results:** Any results from an individual assessment referred to in the Every Student Succeeds Act of a student that become part of the education records of the student shall have the protections provided in Section 444 of the General Education Provisions Act (P.L. 114-95, Section 8523 and the Family Educational Rights and Privacy Act [FERPA] of 1975, as amended).
- N. **School Prayer:** The local educational agency certifies that it is in compliance with Section 25.901 of the Texas Education Code. In addition, as a condition of receiving funds under the Every Student Succeeds Act, the local educational agency certifies that no policy of the local educational agency prevents, or otherwise denies participation in, constitutionally

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protected prayer in public elementary schools and secondary schools, as detailed in the guidance provided by the US Secretary of Education pertaining to such. The state educational agency shall report to the Secretary of Education each year a list of those local educational agencies that have not filed this assurance or against which complaints have been made to the state educational agency that the local educational agencies are not in compliance with this requirement (P.L. 114-95, Section 8524[b]).

- O. **Equal Access to Public School Facilities—Boy Scouts of America Equal Access Act:** No public elementary school, public secondary school, or local educational agency that has a designated open forum or a limited public forum and that receives funds made available from the US Department of Education shall deny equal access or a fair opportunity to meet, or shall discriminate against, any group officially affiliated with the Boy Scouts of America, or any other youth group listed in Title 36 of the United States Code (as a patriotic society) that wishes to conduct a meeting within that designated open forum or limited public forum, including denying such access or opportunity or discriminating for reasons based on the membership or leadership criteria or oath of allegiance to God and country of the Boy Scouts of America or of the youth group listed in Title 36 of the United States Code (as a patriotic society). For the purposes of this section, an elementary school or secondary school has a limited public forum whenever the school involved grants an offering to, or opportunity for, one or more outside youth or community groups to meet on school premises or in school facilities before or after the hours during which attendance at the school is compulsory. Nothing in this section shall be construed to require any school, agency, or a school served by an agency to sponsor any group officially affiliated with the Boy Scouts of America, or any other youth group listed in Title 36 of the United States Code (as a patriotic society). Compliance with this provision will be enforced through rules and orders issued by the Office for Civil Rights. If the public school or agency does not comply with the rules or orders, no funds made available through the Department of Education shall be provided by a school that fails to comply with such rules or orders or to any agency or school served by an agency that fails to comply with such rules or orders (P.L. 114-95, Section 8525).
- P. **General Prohibitions:** None of the funds authorized under the Every Student Succeeds Act shall be used to develop or distribute materials, or operate programs or courses of instruction directed at youth, that are designed to promote or encourage sexual activity, whether homosexual or heterosexual; to distribute or to aid in the distribution by any organization of legally obscene materials to minors on school grounds; to provide sex education or HIV-prevention education in schools unless that instruction is age appropriate and includes the health benefits of abstinence; or to operate a program of contraceptive distribution in schools (P.L. 114-95, Section 8526).
- Q. **Armed Forces Recruiter Access to Students and Student Recruiting Information:** In accordance with guidance issued by the US Department of Education, each local educational agency receiving assistance under the Every Student Succeeds Act shall provide, on a request made by military recruiters or an institution of higher education, access to secondary school student names, address, and telephone listings, upon prior written consent of a student or the parent of a student. A secondary school student or the parent of the student may request that the student's name, address, and telephone listing not be released without prior written parental consent, and the local educational agency or private nonprofit school shall notify parents of the option to make a request and shall comply with any request. Each local educational agency receiving assistance under the Every Student Succeeds Act shall provide military recruiters the same access to secondary school students as is provided generally to post-secondary educational institutions or to prospective employers of those students (P.L. 114-95, Section 8528).
- R. **Unsafe School Choice Option:** The local educational agency certifies that it shall establish and implement a policy requiring that a student attending a persistently dangerous public elementary school or secondary school, as determined by TEA, or who becomes a victim of a violent criminal offense, while in or on the grounds of a public elementary or secondary school that the student attends, be allowed to attend a safe public elementary or secondary school within the local educational agency, including a public charter school (P.L. 114-95, Section 8532).
- S. **Civil Rights:** Nothing in the Every Student Succeeds Act shall be construed to permit discrimination on the basis of race, color, religion, sex (except as otherwise permitted under Title IX of the Education Amendments of 1972), national origin, or disability in any program funded under the Every Student Succeeds Act (P.L. 114-95, Section 8534).
- T. Assurances related to the **education of homeless children and youth:**
1. The LEA assures that each child of a homeless individual and each homeless youth shall have equal access to the same free, appropriate public education, including a public preschool education, as provided to other children and youth.
 2. The LEA assures that homeless children and youth are afforded the same free, appropriate public education as provided to other children and youth.

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3. The LEA assures that it will review and undertake steps to revise any laws, regulations, practices, or policies that may act as a barrier to the enrollment, attendance, or success in school of homeless children and youth.
4. The LEA assures that it will not separate students from the mainstream school environment on the basis of homelessness alone.
5. The LEA assures that homeless children and youth have access to the education and other services that they need in order to meet the same challenging state student academic achievement standards to which all students are held.

U. **Definitions:** The following terms shall be defined as follows for programs authorized and carried out under the Every Student Succeeds Act:

1. **Charter School:** **An open-enrollment charter school receiving federal funds of any type must meet the federal definition of a charter school** as provided in P.L. 114-95, Section 4310(2). The term *charter school* means a school that:
 - a. Is created by a developer as a public school, or is adapted by a developer from an existing public school, and is **operated under public supervision and control**
 - b. Operates in pursuit of a specific set of educational objectives determined by the school's developer and agreed to by the authorized public chartering agency (i.e., the State Board of Education [SBOE])
 - c. Provides a program of elementary or secondary education, or both
 - d. Is nonsectarian in its programs, admissions policies, employment practices, and all other operations, and is not affiliated with a sectarian school or religious instruction
 - e. **Does not charge tuition**
 - f. **Complies with the Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and Part B of the Individuals with Disabilities Education Act**
 - g. Is a school to which parents choose to send their children, and that
 - i. admits students on the basis of a lottery, if more students apply for admission than can be accommodated
 - ii. **in the case of a school that has an affiliated charter school (such as a school that is part of the same network of schools), automatically enrolls students who are enrolled in the immediate prior grade level of the affiliated charter school and, for any additional student openings or student openings created through regular attrition in student enrollment in the affiliated charter school and the enrolling school, admits students on the basis of a lottery as described in clause (i)**
 - h. **Agrees to comply with the same federal and state audit requirements** as other elementary schools and secondary schools in the state, unless such requirements are specifically waived for the purpose of this program
 - i. **Meets all applicable federal, state, and local health and safety requirements**
 - j. Operates in accordance with state law
 - k. Has a written performance contract with the authorized public chartering agency in the state (i.e., SBOE) that includes a description of how student performance will be measured pursuant to state assessments that are required of other schools and pursuant to any other assessments mutually agreeable to the SBOE
2. **Community-Based Organization:** A public or private nonprofit organization of demonstrated effectiveness that is representative of a community or significant segment of a community and that provides educational or related services to individuals in the community
3. **Highly Qualified:** This only applies to paraprofessionals.
4. **Parental Involvement:** The participation of parents in regular, two-way and meaningful communication involving student academic learning and other school activities, including ensuring:
 - a. That parents play an integral role in assisting their child's learning
 - b. That parents are encouraged to be actively involved in their child's education at school

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- c. That parents are full partners in their child's education and are included, as appropriate, in decision making and on advisory committees to assist in the education of their child
- d. The carrying out of other activities, such as those described in Section 1116 of P.L. 114-95.

5. *Professional Development:* Includes activities that: (P.L. 114-95, Section 8101(42))

- A. Are an integral part of school and local educational agency strategies for providing educators (including teachers, principals, other school leaders, specialized instructional support personnel, paraprofessionals, and, as applicable, early childhood educators) with the knowledge and skills necessary to enable students to succeed in a well-rounded education and to meet the challenging State academic standards: and
- B. Are sustained (not stand-alone, 1-day, or short-term workshops), intensive, collaborative, job- embedded, data-driven, and classroom-focused, and may include activities that –
 - i. Improve and increase teachers' –
 - I. knowledge of the academic subjects the teachers teach;
 - II. understanding of how students learn; and
 - III. ability to analyze student work and achievement from multiple sources, including how to adjust instructional strategies, assessments, and materials based on such analysis;
 - ii. Are an integral part of broad schoolwide and districtwide educational improvement plans;
 - iii. Allow personalized plans for each educator to address the educator's specific needs identified in observation or other feedback;
 - iv. Improve classroom management skills;
 - v. Support the recruiting, hiring, and training of effective teachers, including teachers who became certified through state and local alternative routes to certification;
 - vi. Advance teacher understanding of effective instructional strategies that are;
 - I. Effective instructional strategies that are evidence-based; and
 - II. Strategies for improving student academic achievement or substantially increasing the knowledge and teaching skills of teachers;
 - vii. Are aligned with and directly related to academic goals of the school or local educational agency;
 - viii. Are developed with extensive participation of teachers, principals, other school leaders, parents, representatives of Indian tribes (as applicable) and administrators of schools to be served under this Act;
 - ix. Are designed to give teachers of English learners, and other teachers and instructional staff, the knowledge and skills to provide instruction and appropriate language and academic support services to those children, including the appropriate use of curricula and assessments;
 - x. To the extent appropriate, provide training for teachers, principals and other school leaders in the use of technology so that technology and technology applications are effectively used in the classroom to improve teaching and learning in the curricula and academic subjects in which the teachers teach;
 - xi. As a whole, are regularly evaluated for their impact on increased teacher effectiveness and improved student academic achievement with the findings of the evaluations used to improve the quality of professional development;
 - xii. Are designed to give teachers of children with disabilities or children with developmental delays, and other teachers and instructional staff, the knowledge and skills to provide instruction and academic support services, to those children, including positive behavioral interventions and supports, multi-tier system of supports, and use of accommodations;
 - xiii. Include instruction in the use of data and assessments to inform and instruct classroom practice;
 - xiv. Include instruction in ways that teachers, principals, pupil services personnel, and school administrators may work more effectively with parents and families;
 - xv. Involve the forming of partnerships with institutions of higher education to establish school-based teacher training programs that provide prospective teachers and beginning teachers with an opportunity to work under the guidance of experienced teachers and college faculty;
 - xvi. Create programs to enable paraprofessionals (assisting teachers employed by an LEA

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receiving assistance under Title I, Part A) to obtain the education necessary for those paraprofessionals to become certified and licensed teachers;

xvii. Provide follow-up training to teachers who have participated in activities described previously in this definition that are designed to ensure that the knowledge and skill learned by the teachers are implemented in the classroom; and

xviii. Where practicable, provide jointly for school staff and other early childhood education program providers, to address the transition to elementary school, including issues related to school readiness.

6. *Technology:* Modern information, computer and communication technology products, services, or tools, including, the Internet and other communications networks, computer devices and other computer and communications hardware, software applications, data systems, and other electronic content (including multimedia content) and data storage.

7. *Well-Rounded Education:* Courses, activities and programming in subjects such as English, reading or language arts, writing, science, technology, engineering, mathematics, foreign languages, civics and government, economics, arts, history, geography, computer science, music, career and technical education, health, physical education, and any other subject, as determined by the State or local educational agency, with the purpose of providing all students access to an enriched curriculum and educational experience.

V. **TEA State ESSA Plan:** The LEA agrees to adopt any performance goals or indicators, or programmatic indicators submitted in the Texas Consolidated State Application for Funds Under the Every Student Succeeds Act.

W. **Transfer of School Disciplinary Records:** The LEA assures it has a procedure in place to transfer disciplinary records, with respect to a suspension or expulsion, to any private or public elementary school or secondary school for any student who is enrolled or seeks, intends, or is instructed to enroll, on a full- or part-time basis, in the school. This requirement shall not apply to any disciplinary records with respect to a suspension or expulsion that are transferred from a private, parochial or other nonpublic school, person, institution, or other entity, that provides education below the college level (P.L. 114-95, Section 8537).

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By certifying and submitting the eGrants application, the applicant agrees, as a matter of legal contract, to:
1) accept and comply with all requirements described on this schedule; 2) accept and comply with all provisions and requirements of past and current Texas AYP Guides; and 3) accept and comply with all applicable AYP Guides, whether promulgated by rule or by policy and procedure of TEA.