

**INTERLOCAL CONTRACT  
BETWEEN  
HARRIS COUNTY DEPARTMENT OF EDUCATION  
AND  
CROSBY 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 **Crosby Independent School District** (“ISD”) for the purpose of providing Nita M. Lowey 21<sup>st</sup> Century Community Learning Centers/Texas ACE **Cycle 12 Year 2** (“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 Civic Engagement and Services Learning opportunities for students to encourage guided critical thinking skills through site-centered town hall meetings and debate tournaments.
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 15 hours a week, for a 5 days per week for a minimum of 155 days. For the summer program, each Center will offer services for a minimum of six hours per day, four days per week, for a minimum of 25 days.

## **II. TERM**

This Contract shall be for the period beginning 8/1/2024 and ending 7/31/2025. 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. Appoint a full-time site coordinator to serve as the main contact at each Center
2. Begin services for students and families no earlier than the grant start date of August 1, 2024 and no later than September 4, 2024, unless specifically approved by TEA.
3. Assist in the preparation of contracts, financial reports, requisitions, and inventory;

4. Regularly engage a stakeholders to serve as the Texas ACE steering committee charged with providing feedback to increase program quality, build community awareness, evaluate program effectiveness, and inform operations and sustainability plans aligning Center programs with curriculum goals;
5. Organize a record keeping system to monitor Center goals, objectives, budgeting expenditures, and inventory;
6. 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;
7. Participate in formal and informal site visits throughout the program year to assess program quality and grant compliance;
8. Ensure the targeted total number of individual students participating in the program will attend no less than **60** days of the total scheduled Texas ACE activities;
9. Increase guided critical thinking skills and civic engagement through the participation in Service-Learning projects, Kids' Day events or field-trips sponsored by HCDE and CASE for Kids;
10. Match grant funds to extend tutoring availability while providing additional teachers to serve students most in need.
11. Coordinate enrichment activities such as off-site learning experiences, speakers, and educational presentations;
12. 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;
13. Assist with coordinating and implementing all youth leadership activities and initiatives associated with Civic Engagement; including students attending local, regional or national conferences that would benefit youth leadership and the Texas ACE program;
14. 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' Program Specialist who will assist with implementing parent involvement programming;
15. Assure the program will be integrated with other TEA initiatives designed to accelerate learning and increase specific academic student outcomes.

16. Provide High Impact Tutoring (HIT) to students at least three times per week and integrate supplemental HQIM and HIT product use as necessary to increase academic performance.
17. Enroll students who may be **meet at least two** of the following recruitment requirements:
  - a. considered economically disadvantaged
  - b. at risk for academic failure or retained in prior grade levels
  - c. Failed one or more classes at the end of the previous school year
  - d. involvement in criminal or delinquent activities
  - e. Did not perform at the recommended level on the STAAR test (if applicable)
  - f. Recommended by teachers and/or counselors with documented behavioral referrals;
18. Serve as primary liaison with the transportation department in matters relating to students involved in the Center programs;
19. Establish and maintain an advisory council that meets quarterly for each center comprised of parents, students, service providers, community-based organizations, and businesses;
20. Maintain active participation in the monthly CASE for Kids' Learning Communities, annual training series and all other training(s) required by the Texas Education Agency;
21. Assist Center Coordinators in coordinating the Center programs with that of the regular school's instructional programs;
22. 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;
23. Seek business and community financial support and other outside sources for funding to sustain the project beyond the grant period;
24. 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
25. Adhere to program cancellation make up day policies required by Texas Education Agency and CASE for Kids guidelines;
26. Maintain adherence to the Texas ACE Road Map & Texas ACE Blueprint guidelines set forth by the Texas Education Agency, CASE for Kids guidelines and district polices;
27. Provide a minimum of 10% of leveraging funds, including in-kind, to further support the Texas ACE Cycle 12 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. HCDE agrees to provide a CASE for Kids Registration form for use in program enrollment. The ISD agrees to use the provided form as it currently exists or may be revised by HCDE/CASE in the future. The ISD further agrees to affirm enrollment of students and provision of services by ensuring that a completed CASE for Kids registration form is authorized for each child enrolled in the program by the child's parent/guardian.
- H. 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.

- I. 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.
- J. 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).
- K. 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.
- L. 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.
- M. 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.
- N. 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.

- O. 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.
- P. 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.
- Q. 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).
- R. 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.
- S. 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 2/28/2025, 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 2/28/2025, 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. COMPENSATION AND FUNDING**

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

- \$187,200.00 for providing the Center in accordance with Section III and this Contract at Barrett Elementary and Drew Elementary.

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 2/28/2025, 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.

## **V. 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.

## **VI. 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.

## **VII. 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.

## **VIII. AUTHORIZATION**

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

## **IX. 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: Mrs. Paula Patterson  
Crosby Independent School District  
14670 FM 2100  
Crosby, Texas 77532

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.

#### **X. GOVERNING LAW**

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

#### **XI. 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.

#### **XII. ENTIRE AGREEMENT**

This Contract, 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.

#### **XIII. 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.

#### **XIV. 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.

#### **XV. 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.

**XVI. 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.

**XVII. 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 2024.

By:

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

By:

\_\_\_\_\_  
Mrs. Paula Patterson  
Superintendent  
Crosby Independent School District

# EXHIBIT C

2024-2025 Nita M. Lowey 21<sup>st</sup> Century Community Learning Centers, Cycle 12 Year 2

Texas ACE Center Operations Schedule			Program Year 2024-2025
Center	9 Digit campus ID #	Name of Center/Feeder School, Physical Address, City, ZIP	Grade Levels Served
Center	101906103	Barrett Elementary 815 FM 1942 Crosby, TX 77532	1 <sup>st</sup> – 5 <sup>th</sup>
Feeder			

Proposed "Regular" Student Target	Proposed "HIT" Student Target	Proposed Parent/Legal Guardian Target
75	50	40

Program Operations	Start Date (MM/DD/YY):	End Date (MM/DD/YY):	Total Days
Fall Term	8/26/2024	12/19/2024	77
Spring Term	1/7/2025	5/28/2025	95
Summer Term	6/3/2025	7/9/2025	25
Total number of Days:			197

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			3:50	6:00			3:50	6:00	7:00			3:00
Tuesday			3:50	6:00			3:50	6:00	7:00			3:00
Wednesday			3:50	6:00			3:50	6:00	7:00			3:00
Thursday			3:50	6:00			3:50	6:00	7:00			3:00
Friday	7:00			6:00	7:00			6:00	7:00			3:00
<b>Total Hours Per Week:</b>	19 hours and 40 minutes				19 hours and 40 minutes				40 hours			
<b>Adjunct Sites, If applicable (site name and full address)</b>	N/A											
<b>Special Schedules</b> (Saturday Events, Field Trips)	To Be Determined											
<b>Family Engagement Activities</b> <i>(Schedule for ongoing activities. family engagement opportunities must be offered at least once per month)</i>	Monthly activities including, but not limited to, Reading/Math Literacy Night, STEM/Game Nights; Thanksgiving Potluck											

# EXHIBIT C

2024-2025 Nita M. Lowey 21<sup>st</sup> Century Community Learning Centers, Cycle 12 Year 2

Texas ACE Center Operations Schedule			Program Year 2024-2025
Center	9 Digit campus ID #	Name of Center/Feeder School, Physical Address, City, ZIP	Grade Levels Served
Center	101906104	Drew Elementary 223 Red Oak Ave. Crosby, TX 77532	1 <sup>st</sup> – 5 <sup>th</sup>
Feeder			

Proposed "Regular" Student Target	Proposed "HIT" Student Target	Proposed Parent/Legal Guardian Target
75	50	40

Program Operations	Start Date (MM/DD/YY):	End Date (MM/DD/YY):	Total Days
Fall Term	8/26/2024	12/19/2024	77
Spring Term	1/7/2025	5/28/2025	95
Summer Term	6/3/2025	7/9/2025	25
Total number of Days:			197

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			3:50	6:00			3:50	6:00	7:00			3:00
Tuesday			3:50	6:00			3:50	6:00	7:00			3:00
Wednesday			3:50	6:00			3:50	6:00	7:00			3:00
Thursday			3:50	6:00			3:50	6:00	7:00			3:00
Friday	7:00			6:00	7:00			6:00	7:00			3:00
<b>Total Hours Per Week:</b>	19 hours and 40 minutes				19 hours and 40 minutes				40 hours			
<b>Adjunct Sites, If applicable (site name and full address)</b>	N/A											
<b>Special Schedules</b> (Saturday Events, Field Trips)	To Be Determined											
<b>Parent/Legal Guardian Activities</b>	Monthly activities including, but not limited to, Parent Showcase, Family Literacy, Parent Homework Support, and Craft Night for the Holidays											

**EXHIBIT B**

<b>Crosby ISD: Barrett Elementary</b>	
CASE for Kids 21st Century/Texas ACE Cycle 12, Year 2 Budget	

<b>Funds for HIT Tutorials (Personnel and/or Materials)</b>	<b>\$ 20,000</b>
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**Personnel -- 6100**

Site Coordinator	\$ 35,000
School Year Certified Teachers	
Summer Certified Teachers	
School Year Para-professionals	\$ 13,050
Summer Para-professionals	\$ 16,050
<b>Payroll</b>	<b>\$ 64,100</b>
Site Coordinator Fringe Benefits	
Staff Fringe Benefits	
<b>Fringe Benefits</b>	
<b>Total Payroll Costs 6100</b>	<b>\$ 64,100</b>

**Professional & Contractual Services -- 6200**

Topic: Academic Assistance	
Topic: Enrichment	
Topic: Professional Development	
Topic: Family & Parental Engagement	
<b>Total Professional &amp; Contractual Services 6200</b>	

**Materials & Supplies -- 6300**

Site Coordinator Office Supplies	
Family Engagment Supplies	\$ 500
Program Consumable Supplies	\$ 500
Program Technology	
Program Literacy Materials	\$ 500
<b>Total Materials &amp; Supplies 6300</b>	<b>\$ 1,500</b>

**Other Operating Costs -- 6400**

Fieldtrip Transportation	\$ 2,000
Fieldtrip Admission	
Snacks for Family Engagement	\$ 5,000
In-state Conference ( <b>OSTICON</b> )	\$ 1,000
Facility Cost	
Out-of-state Conference	
<b>Total Other Operating Costs 6400</b>	<b>\$ 8,000</b>

<b>Total:</b>	<b>\$ 93,600</b>
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**EXHIBIT B**

<b>Crosby ISD: Drew Elementary</b>
CASE for Kids 21st Century/Texas ACE Cycle 12, Year 2 Budget

<b>Funds for HIT Tutorials (Personnel and/or Materials)</b>	<b>\$ 20,000</b>
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**Personnel -- 6100**

Site Coordinator	\$ 35,000
School Year Certified Teachers	
Summer Certified Teachers	
School Year Para-professionals	\$ 13,050
Summer Para-professionals	\$ 16,050
<b>Payroll</b>	<b>\$ 64,100</b>
Site Coordinator Fringe Benefits	
Staff Fringe Benefits	
<b>Fringe Benefits</b>	
<b>Total Payroll Costs 6100</b>	<b>\$ 64,100</b>

**Professional & Contractual Services -- 6200**

Topic: Academic Assistance	
Topic: Enrichment	
Topic: Professional Development	
Topic: Family & Parental Engagement	
<b>Total Professional &amp; Contractual Services 6200</b>	

**Materials & Supplies -- 6300**

Site Coordinator Office Supplies	
Family Engagment Supplies	\$ 500
Program Consumable Supplies	\$ 500
Program Technology	
Program Literacy Materials	\$ 500
<b>Total Materials &amp; Supplies 6300</b>	<b>\$ 1,500</b>

**Other Operating Costs -- 6400**

Fieldtrip Transportation	\$ 2,000
Fieldtrip Admission	
Snacks for Family Engagement	\$ 5,000
In-state Conference ( <b>OSTICON</b> )	\$ 1,000
Facility Cost	
Out-of-state Conference	
<b>Total Other Operating Costs 6400</b>	<b>\$ 8,000</b>

<b>Total:</b>	<b>\$ 93,600</b>
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## EXHIBIT D

### Texas Education Agency General Provisions and Assurances

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

- A. **Terms defined:** As used in these Provisions and Assurances,
1. *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)
  2. *Agency or TEA:* The Texas Education Agency
  3. *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)
  4. *Program Manager:* The person representing the Agency or the Subrecipient, as indicated by the Subaward, for the purposes of administering the Subaward Project
  5. *Subaward Project:* The purpose intended to be achieved through the Subaward of which these provisions and assurances are a part
  6. *Applicant:* The same as Subrecipient
  7. *SAS:* The Standard Application System of which the Application document is a part
  8. *Application:* The entire package submitted by the Applicant, including the required schedules contained in the Application.
  9. *Amendment:* An Application that is revised in budget categories and/or in program activities. The original Application and any previous Amendments are incorporated by reference.
  10. *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.)
  11. *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.
  12. *Grant:* The same as Subaward
  13. *Grantee:* The same as Subrecipient
  14. *Grantor:* The same as Agency
  15. *DCC:* The Document Control Center of the Agency
  16. *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



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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 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.

17. *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)

18. *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

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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 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

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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 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.
- 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

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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, 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

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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 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.

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- 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 Financial Compliance Division 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).

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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, elementary, or secondary education or library services to children (ESSA, Title VIII, Part F, subpart 5). 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 (ESSA, Title VIII, Part F, subpart 5). 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 (ESSA, Title VIII, Part F, subpart 5).
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:

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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 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



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the state's fingerprinting requirement. The Subrecipient provides assurance, with its signature on the 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 the Grant 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 a part 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 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 in accordance with the terms in Section on Confidential Information, FERPA, and Information Security Requirements hereof.
- 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. **Authorized Officials for Grant Payments:** 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

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requests in the TEA Expenditure Reporting (ER) System.

- QQ. **Electronic and Information Resources Accessibility Standards:** Any Electronic Information Resources (EIR) produced as part of this agreement must comply with the State of Texas Accessibility requirements as specified in 1 TAC 206, 1 TAC Chapter 213, Federal Section 508 standards, and the WCAG 2.0 AA Accessibility Guidelines. EIR includes webpages, website portals, electronic documents (all formats), multimedia (live and recorded video, audio, and interactive presentations), web applications, online forms, and mobile applications. Websites must have a third-party company evaluate the site for accessibility before accepted by TEA.
- RR. **Load Testing:** The vendor must provide documentation to TEA the application has been load tested. The results in the documentation must meet or exceed the required demands. The vendor must provide a supported service level agreement of uptime per month. The vendor must provide expected recovery time objective (RTO) and recovery point objective (RPO) in the event of major outage.

**Failed Load Testing**

In its sole judgment, TEA may terminate the agreement for cause if the application fails to meet the criteria for success. In its sole determination, TEA may exercise any, or all, of the following remedies in lieu of termination of this Agreement:

1. The vendor shall be given the opportunity to extend the Load Testing period for up to thirty (30) calendar days to allow the vendor to diagnose and correct performance problems that may be caused by the application or the configuration of the application, or;
2. The vendor shall be given the opportunity to install additional hardware or platform components, at the vendor's sole expense, to meet the performance requirements specified, or;
3. The vendor shall be given up to thirty (30) days following the diagnosis of any problem related to the application to correct, at the vendor's sole expense, the defects in the application, or;
4. At TEA's sole option, TEA will exercise one, or any combination, of the
5. options described above. Should the application fail to successfully complete the Load Test, the application will be deemed to have failed Acceptance and TEA will be entitled to a full refund.

If the selected vendor fails to complete the due performance of the contract in accordance to the terms and conditions, TEA reserves the right either to cancel the contract or to accept performance already made by the selected vendor. In case of termination of contract TEA reserves the right to recover an amount fixed as Liquidated Damages for non-performance.

By signing and submitting the application, or certifying and submitting the eGrants application, the Applicant indicates acceptance of and compliance with all requirements described herein.

## 2: 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 assures 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 assures that any Electronic Information Resources (EIR) produced as part of this agreement will comply with the State of Texas Accessibility requirements as specified in 1 Texas Administrative Code (TAC) 206, 1 TAC Chapter 213, Federal Section 508 standards, and the Web Content Accessibility Guidelines (WCAG) 2.0 level AA.
- The applicant assures 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 assures that they accept and will comply with Every Student Succeeds Act Provisions and Assurances requirements.
- The applicant assures that the required proof of nonprofit status will be submitted with the grant application as described in the General and Fiscal Guidelines, Fiscal-Related Documentation Required to Be on File section.
- The applicant assures to adhere to all Performance Measures, as noted in the 2024-2025 Nita M. Lowey 21st Century Community Learning Centers, Cycle 12, Year 2, Program Guidelines, and shall provide TEA, upon request, any performance data necessary to assess the success of the program.
- The applicant assures to adhere to all Statutory Requirements and Texas Education Agency (TEA) Program Requirements as noted in the 2024-2025 Nita M. Lowey 21st Century Community Learning Centers, Cycle 12, Year 2 Program Guidelines.
- The applicant provides assurance to adhere to the agreed-upon plan in the original approved grant application and subsequent amendments as appropriate.
- The applicant provides assurance to strategically address the needs and gaps in community resources that drive improvements in academic and developmental outcomes at the center level.
- The applicant provides assurance to continue and plan partnerships that contribute to achieving stated objectives and sustaining the program over time.
- The applicant provides assurance to intentionally design program activities designed to increase performance on the stated statutory performance measures.
- The applicant provides assurance to implement best and evidence-based practices to provide educational and related activities that will complement and enhance academic performance, achievement, and positive youth development of the students.
- The applicant provides assurance to implement strategies that improve student academic achievement, campus academic achievement and overall student success.
- The applicant provides assurance to disseminate information about the learning center, including its location, to the community in a manner that is understandable and accessible.
- The applicant provides assurance to operate a system that allows students participating in the program to travel safely to and from the center and home.

## 2: Statutory/Program Assurances (Continued)

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 to combine or coordinate with federal, state and local programs to make the most effective use of public resources.
- The applicant provides assurance to use volunteers in activities carried out through the learning center if applicable.
- The applicant provides assurance to implement the plan for how the community learning center will continue after funding ends.
- The applicant provides assurance 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 the 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 Section 1114, and the families of such students.
- The applicant provides assurance that they 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 will be provided at no cost to participants. Grantees are prohibited from collecting fees, including late pickup fees or any other fee.
- The applicant provides assurance that activities will always be supervised 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. Lower ratios are encouraged.
- The applicant provides assurance 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 academic and developmental needs and student 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 provides assurance that services for students and families will begin no earlier than the grant start date of August 1, 2024 and no later than September 3, 2024, unless specifically approved by TEA.

## 2: Statutory/Program Assurances (Continued)

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 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. Time dedicated to program activities for adult family members will not count toward student programming. Failure to adhere to the agreed-upon operating schedule will result in reduced funding during subsequent continuation grant period prorated for the time missed against the center-level budget(s).

The applicant agrees to implement an approval operation calendar for each center. Specifically, each center schedule shall meet or exceed the following minimum operating schedule:

- A minimum of 180 days across all terms.
- School Year (fall and spring terms) - A minimum of 155 days for at least two hours per day and from school dismissal until 6:00 pm, Monday - Friday.
- Summer term - A minimum of 25 days for at least six hours per day, and at least four days per week. Continuous weeks are not required.
- Begin services for students and families no earlier than the grant start date of August 1, 2024, and no later than September 3, 2024, unless specifically approved by TEA.
- Districts operating a four-day-per-week calendar must provide the Texas ACE program five days per week. Districts may not use the Texas 21st CCLC to fund the traditional school-day.

- The applicant provides assurance 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 provides assurance 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 provides assurance they 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 provides assurance that all required staff positions will regularly participate in training and other opportunities offered by the Texas ACE program. In addition, the grantee will regularly provide program-specific in-person training to center-level staff and will document the content and attendance of training events.
- The applicant provides assurance that it will regularly engage a Steering Committee of stakeholders, new or existing, charged with providing continuous feedback and involvement to increase community awareness and program quality, evaluate program effectiveness, and inform operations and sustainability plans. Membership will be diverse and qualified to support efforts to increase quality and visibility of the program in the community.