Medina Valley ISD Trustees Board of

**Medina Valley ISD Board of Trustees**
**Special Meeting**
**{{Date }} at 12:00 PM**
**MVISD Video/Teleconference System, MVISD Video/Teleconference System, Castroville, TX 78009-5309**

Notice is hereby given that on **August 3, 2020** the **Board of Trustees of the Medina Valley Independent School District** will hold a **Special Board Meeting at 12:00 PM at {{Location: Meeting Location.}}** The subjects to be discussed are listed on the agenda which is attached to and made part of this notice.

Members of the public who desire to address the Board during Public Comments will need to sign up to speak prior to the start of the meeting by providing their name, and the topic they wish to address to the Board on the sign in sheet provided. At Regular Board Meetings the Board of Trustees shall permit public comment on any topic. At all other Board Meetings public comments will be limited to items on the agenda posted with the notice of the meeting. All public comments are limited to 5 minutes.

If it is determined that during the meeting an item on the agenda that can be legally discussed in closed session be removed from the open session and discussed in closed session, the board may elect to discuss such agenda item in closed session in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E. Before convening into Closed Meeting the Presiding Officer will announce the time and identify the section or sections of this chapter under which the closed meeting is held. All final votes, actions, or decisions shall be taken in open meeting. The Presiding Officer will announce the date and time for the end of the Closed Meeting before resuming the Open Meeting.

If you have a disability, please advise the school district about special arrangements that may allow you to fully participate in this meeting by calling Medina Valley ISD at 830-931-2243.

For Medina Valley ISD Board of Trustees:

Emily Lorenz, Superintendent of Schools

Medina Valley ISD
Called Meeting
August 3, 2020

I. **First Order of Business**

A Establish a Quorum

II. **Public Comment (on agenda items)**

III. **Discussion and Possible Action Items**

A Consider Operation Connectivity Interlocal Acquisition Agreement 3

IV. **Adjournment**

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# OPERATION CONNECTIVITY
# INTERLOCAL ACQUISITION AGREEMENT

*Entered between Region 4 Education Service Center ("Region 4") and Local Education Agency ("LEA") pursuant to Tex. Gov't Code, Chapter 791.*

**Local education agency name:** MEDINA VALLEY ISD, (163908)
**County district number:** 163908
**Point of contact:** Dwight Henry McHazlett
**Date:** July 29th, 2020

This Operation Connectivity Interlocal Acquisition Agreement ("Agreement") contains key information and terms regarding your LEA's participation in the Operation Connectivity bulk purchase process. The following addendums are incorporated into this Agreement:

1. State Funding Allocation Methodology Addendum *(attached)*
2. EDGAR Certification Addendum *(attached – to be executed by Region 4)*
3. Grant Program Guidelines *(attached)*
4. LEA Order Logistics Confirmation *(separate document)*
5. Additional Quantity Request *(separate document)*

Due the urgency required to maintain our position within our vendors' supply chain, **please submit the completed and signed copy of this Agreement [as well as your Additional Quantity Request Addendum] through DocuSign by COB Tuesday, August 4, 2020.** Should your LEA not be able to provide signed approval of this Agreement by this date, your order will unfortunately have to be cancelled, and this Agreement will automatically terminate without further action by the parties.

Below you will find your LEA's allocated quantities per provider / OEM ("Vendor") and model. These quantities are based on two inputs: 1) your LEA's requested quantities as included in your LEA's bulk order survey / form, 2) the total dollar value for which the state funding program is able to cover 50% of your LEA hotspot / device costs, as based on the state's allocation methodology (see State Funding Allocation Methodology Addendum).

**Any change to the quantities allocated below must be requested by emailing customerservice@teabulkorder.com with your revisions**. We will then review requested revisions and send you an updated Agreement. Please note that allocated quantities can only be decreased. Any proposed revisions to increase quantities for any Vendor or model will be rejected.

For quantity needs above what the state has allocated your LEA [capped at your LEA's *remaining quantity* as listed in your Additional Quantity Request Addendum], please include this in your LEA's Additional Quantity Request Addendum. If your submitted Additional Quantity Request Addendum is accepted, it will become a binding part of the Agreement. Your Additional Quantity Request Form must be submitted by Tuesday, August 4, 2020. Failure to submit by the deadline will result in your Additional Quantity Request Addendum being rejected.

Mobile broadband hotspots:

| Vendor | AT&T | T-Mobile | Verizon |
|---|---|---|---|
| Data limit | Unlimited | Unlimited | Unlimited |
| Hotspot type | Category 4 | Category 4 | Category 4 |
| Contract length | 1 year | 1 year | 1 year |
| Warranty length | 1 year | 1 year | 1 year |

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| | | | |
|---|---|---|---|
| Device costs/unit | $60 | $0 | $60 |
| Monthly rate/unit | $15 | $15 | $10 |
| Asset tagging cost/unit | $0 | $0 | $5 |
| Custom CIPA filtering enablement monthly rate/unit | $0 | $0 | $2 |
| Total 1-year hotspot costs/unit | $240 | $180 | $209 |
| Original LEA quantity request (through bulk order survey) | 400 | 0 | 0 |
| **Allocated quantity** | 400 | 0 | 0 |
| **Total hotspot order costs** | $96000 | $0 | $0 |
| **LEA portion of hotspot order costs** | $48000 | $0 | $0 |

Learning devices:

| | Middle & elementary laptops | | | High school laptops | | Chromebooks | | iPad |
|---|---|---|---|---|---|---|---|---|
| **Vendor** | **Dell** | **HP** | **Lenovo** | **Dell** | **HP** | **Dell** | **HP** | **Apple** |
| Model number | 3190 | 9ru44ut | 100e | 3410 | PB11x360 | 3100 Chrome | 1A764UT | iPad 7th Generation |
| CPU processor | Celeron 4120 | Celeron 4020 | Celeron | I3 | Pentium 5030 | N/A | N/A | N/A |
| RAM | 4 GB | 4 GB | 4 GB | 4 GB | 8 GB | 4 GB | 4 GB | N/A |
| Hard drive size | 64 GB | 64 GB | 64 GB | 500 GB | 128 GB | 16 GB | 32 GB | 32 GB |
| Screen size | 11.6" | 11.6" | 11.6" | 14" | 11.6" | 11.6" | 11.6" | 10.2" |
| Wi-Fi protocol | Standard | Standard | Standard | Standard | Standard | Standard | Standard | Standard |
| Touch Screen | No | Yes | No | No | Yes | No | Yes | Yes |
| Convert to tablet | No | Yes | No | No | Yes | No | No | Yes |
| External keyboard (Y/N) | N/A | N/A | N/A | N/A | N/A | N/A | N/A | Y |
| Warranty | 1 year on-site | 1 year mail in | 1 year mail in | 1 year on site | 1 year mail in | 1 year on site | 1 year mail in | N/A |
| Additional features | Windows 10, custom tagging | Windows 10, custom tagging | Windows 10, custom tagging | Windows 10, custom tagging | Windows 10, custom tagging | Google license, custom tagging | Google license, custom tagging | iPadOS, custom engraving |
| Price | $237 | $266 | $205 | $323 | $369 | $228 | $237 | $386 |
| Original LEA quantity request (through bulk order survey) | 0 | 0 | 0 | 0 | 400 | 0 | 3972 | 0 |
| **Allocated quantity** | 0 | 0 | 0 | 0 | 264 | 0 | 2630 | 0 |
| **Total device order costs** | $0 | $0 | $0 | $0 | $97416 | $0 | $623310 | $0 |
| **LEA portion of device order costs** | $0 | $0 | $0 | $0 | $48708 | $0 | $311655 | $0 |

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Total costs:

| | |
|---|---|
| Total hotspot order costs | $96000 |
| Total device order costs | $720726 |
| LEA portion of hotspot order costs | $48000 |
| LEA portion of device order costs | $360363 |
| **Total order costs (hotspots and devices)** | $816726 |
| **Total LEA portion of order costs (hotspots and devices)** | $408363 |

Payment terms:
Payment for your LEA's portion of the order costs will be due immediately upon receipt of the order invoice that your LEA will be receiving via email. Please note that payment is required before hotspots / devices will be asset tagged and shipped to your LEA. Specific payment instructions will be provided with your issued invoice.

LEA orders will be tagged and shipped in the order in which invoice payment is received. Delay in payment will result in a delay of devices to your LEAs. Any LEA whose payment has not been received by Region 4 within 3 business days from the invoice date will have their order cancelled, resulting in an automatic termination of this Agreement. LEAs must provide a completed LEA Order Logistics Confirmation by Friday, August 7, 2020. Failure to complete and provide this confirmation timely may result in the delay or cancellation of your order and termination of this Agreement.

## Matching Funds Allocation:

Funding allocation:
You will find below your LEA's state matching award. This allocation is based on two inputs, 1) your LEA's requested quantities as included in your LEA's bulk order survey/form, 2) the state's allocation methodology (see State Funding Allocation Methodology Addendum).

| | |
|---|---|
| **Total state matching (hotspots and devices)** | $408363 |

Please note that this amount includes only the 1:1 matching of the funds that are expected to be contributed by your LEA. By executing this Agreement, your LEA is committing to pay the amounts set forth herein.

## Incorporation of Vendor Warranties and Terms/Disclaimer and Release of Region 4 Liability:

**LEA ACKNOWLEDGES AND AGREES THAT ANY PRODUCTS OR SERVICES ACQUIRED THROUGH THIS AGREEMENT ARE SUBJECT TO ANY VENDORS' TERMS AND CONDITIONS ("VENDOR TERMS") PROVIDED SEPARATELY BY VENDOR TO LEA. THIS AGREEMENT SHALL CONTROL IN THE EVENT OF ANY CONFLICT WITH VENDOR TERMS. THE PROVISIONS OF ANY MANUFACTURER OR OTHER VENDOR WARRANTIES AND OBLIGATIONS UNDER THE VENDOR TERMS ARE HEREBY EXTENDED TO LEA. THE LEA'S EXCLUSIVE REMEDY FOR BREACH OF ANY SUCH WARRANTY OR OTHER VENDOR OBLIGATIONS RELATED TO THE PRODUCTS OR SERVICES WILL BE THE ENFORCEMENT OF ANY RIGHTS UNDER THE VENDOR TERMS, AND REGION 4 SHALL HAVE NO LIABILITY TO LEA RELATED TO SAME. THE LEA ACKNOWLEDGES AND AGREES AS A STRICT TERM OF THIS AGREEMENT THAT REGION 4 DOES NOT ASSUME BUT, RATHER, EXPRESSLY DISCLAIMS ALL WARRANTIES OR OTHER OBLIGATIONS SET FORTH IN THE VENDOR TERMS, AND REGION 4 DOES NOT MAKE AND EXPRESSLY DISCLAIMS ANY ADDITIONAL WARRANTIES, OBLIGATIONS OR LIABILITY IN CONNECTION WITH THE**

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**PRODUCTS AND SERVICES. LEA HEREBY RELEASES REGION 4 FROM ALL LIABILITY RELATED TO THE VENDOR PRODUCTS AND SERVICES. LEA IS RESPONSIBLE FOR ENSURING COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS, INCLUDING THOSE RELATED TO PROCUREMENT.**

**Acknowledgement of Federal Funding:**

The source of all matching funds pursuant to this Agreement are federal funds made available through the 2020-2021 Remote Learning Operation Connectivity-CV19 grant ("Grant") awarded to Region 4. All fund matches and other obligations under this Agreement for the acquisition of products or services are subject to appropriation of funds to Region 4. As such, if Region 4 does not receive sufficient Grant funding, Region 4 may immediately terminate this Agreement without penalty or further obligation to LEA upon written notice. This Agreement is further subject to and incorporates all terms of Region 4's Grant agreement with the TEA, including the Grant Program Guidelines issued by TEA related to the Grant, and LEA is subject to and agrees to follow any relevant terms set forth in the Grant Program Guidelines. The parties acknowledge and agree to follow all applicable federal, state and local laws, rules, ordinances and regulations related to the expenditure of the Grant funds ("Applicable Laws"). Region 4 specifically acknowledges and agrees to all applicable terms contained in the EDGAR Certification Addendum. All participating Vendors will be required to follow Applicable Laws, the applicable conditions in the Grant Program Guidelines and similarly will agree to applicable EDGAR certifications.

## Execution:

This Agreement and the listed addendums and Vendor Terms constitute the entire agreement between the parties, and no part of the Agreement may be modified unless expressed in writing and signed by both parties. Neither party waives or relinquishes any immunity or defense that either party is entitled to by law. All payments made pursuant to this Agreement will be made from current revenues. Each party warrants that it has authority to enter into this Agreement and perform its obligations. The signatory below shall have authority to act on all matters related to this Agreement.

By signing below, the parties are binding themselves to the terms of this Agreement, subject only to any necessary approvals and actions by the parties' governing boards. By execution of this Agreement, the LEA gives Region 4 permission to move forward with purchasing the above quantity of hotspots and devices on the LEA's behalf.

**For LEA**

| Dwight Henry McHazlett | |
|---|---|
| (Printed name/title) | (Title) |
| | |
| (Signature) | (Date) |

**For Region 4 Education Service Center**

Dr. Pamela Wells, Executive Director

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| | |
|---|---|
| (Signature) | (Date) |

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# ADDENDA

1. State Matching Allocation Methodology
2. EDGAR Certifications
3. Program Guidelines

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# ADDENDUM ONE

## State Matching Allocation Methodology

### Overview

On July 17, 2020, Governor Abbott, Lt. Governor Patrick, Speaker Bonnen, Senate Finance, and House Appropriations Committee Chairs announced eLearning funding For Texas students. The State of Texas will allocate $200 million in Coronavirus Aid, Relief, and Economic Security (CARES) Act funding to the Texas Education Agency (TEA) for the purchase of eLearning devices and home internet solutions to enable remote learning during the COVID-19 pandemic for Texas students that lack connectivity.

The majority of the $200 million in CARES Act funding will be allocated to LEAs through matching funds for purchases of hotspots (with data plans) and devices through a statewide bulk purchasing event. This document provides the methodology for the allocation of these CARES Act funds. Additional state dollars may be available through a reimbursement program. More details will be released as this is designed. The TEA is the passthrough agency for this grant. Region 4 Education Service Center shall serve as the grant recipient and shall conduct the bulk purchases on behalf of LEAs.

### Funding Allocation – Bulk Purchase Matching Funds

LEAs will be eligible for fund matching of 50% of the expenditures incurred through the statewide bulk purchasing event. However, the level of LEA fund matching for purchases made through the statewide bulk purchasing event will be contingent on the number of economically disadvantaged students in the LEA.[1] The amount of fund matching will not exceed 50% of LEA expenditures to purchase device and/or hotspots for the number of economically disadvantaged students in the LEA. The costs associated with device and hotspot purchase volume that exceeds the number of economically disadvantaged students in an LEA will not be eligible for fund matching.[2]

If an LEA is purchasing a quantity of devices and/or hotspots less than the number of economically disadvantaged students, the LEA will still receive the full 50% fund matching for those expenditures.

[1] The number of economically disadvantaged students in an LEA are calculated as the PEIMS ages 3-21 low income students (eligible for free lunch, reduced price lunch, or federal aid programs), from the October 2019 fall collection, released for 2020-2021 ESSA funding formulas.

[2] If an LEA orders more devices and/or hotspots than they have economically disadvantaged students, the LEA will still have the opportunity to order at the bulk purchase order's discounted rates, but those expenditures will not be eligible for fund matching.

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**For example (figures illustrative):**

**District A orders device volume <u>equal</u> to economically disadvantaged (eco dis.) enrollment**

- Enrollment: 1000 total students; **500** economically disadvantaged students
- District A is capped at 500 total devices for this program (due to percent eco dis.)
- Bulk order: **500** devices x $200 cost per device = **$100,000 LEA spend**
- LEA spend eligible for fund matching: up to **500** students x $200 cost per device = up to **$100,000**
- TEA fund matching: up to **$50,000**
- LEA responsibility: $50,000

**District B orders device volume <u>greater</u> than economically disadvantaged enrollment**

- Enrollment: 1000 total students; **500** economically disadvantaged students
- District B is capped at 500 total devices for this program (due to percent eco dis.)
- Bulk order: **750** devices x $200 cost per device = **$150,000 LEA spend**
- LEA spend eligible for fund matching: up to **500** students x $200 cost per device = up to **$100,000**
- TEA fund matching: up to **$50,000**
- LEA responsibility: $100,000

**District C orders device volume <u>less</u> than economically disadvantaged enrollment**

- Enrollment: 1000 total students; **500** economically disadvantaged students
- District C is capped at 500 total devices for this program (due to percent eco dis.)
- Bulk order: **250** devices x $200 cost per device = **$50,000 LEA spend**
- LEA spend eligible for fund matching: up to **250** students x $200 cost per device = up to **$50,000**
- TEA fund matching: up to **$25,000**
- LEA responsibility: $25,000

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# ADDENDUM TWO

## EDGAR CERTIFICATIONS

*(TO BE EXECUTED BY REGION 4)*

The following certifications and provisions are required and apply when the Local Education Agency ("LEA") expends federal funds for any contract. **Accordingly, the parties agree that the following terms and conditions apply, as applicable, in all situations where Region 4 has been paid or will be paid with federal funds:**

**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS APPENDIX II TO 2 CFR PART 200**

**(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Pursuant to Federal Rule (A) above, when LEA expends federal funds, LEA reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

**(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)**

Pursuant to Federal Rule (B) above, when LEA expends federal funds, LEA reserves the right to immediately terminate any agreement in excess of $10,000 in the event of a breach or default of the agreement by Region 4 in the event Region 4 fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract. LEA also reserves the right to terminate the contract immediately, with written notice to Region 4, for convenience, if LEA believes, in its sole discretion that it is in the best interest of LEA to do so. Region 4 will be compensated for work performed and accepted and goods accepted by LEA as of the termination date if the contract is terminated for convenience of LEA. The Contract is not exclusive and LEA reserves the right to purchase goods and services from other vendors when it is in LEA's best interest.

(**C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."**

Pursuant to Federal Rule (C) above, when LEA expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

**(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or**

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**subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.**

Pursuant to Federal Rule (D) above, when LEA expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Region 4 will be in compliance with all applicable Davis-Bacon Act provisions.

**(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.**

Pursuant to Federal Rule (E) above, when LEA expends federal funds, Region 4 certifies that Region 4 will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by LEA.

**(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.**

Pursuant to Federal Rule (F) above, when federal funds are expended by LEA, Region 4 certifies that during the term of an award for all contracts by LEA resulting from this procurement process, Region 4 agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

**(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).**

Pursuant to Federal Rule (G) above, when federal funds are expended by LEA, Region 4 certifies that during the term of an award for all contracts by LEA resulting from this procurement process, Region 4 agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

**(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.**

Pursuant to Federal Rule (H) above, when federal funds are expended by LEA, Region 4 certifies that during the term of an award for all contracts by LEA, Region 4 certifies that neither it nor its principals is presently debarred, suspended,

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proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

**(l) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.**

Pursuant to Federal Rule (l) above, when federal funds are expended by LEA, Region 4 certifies that during the term and after the awarded term of an award for all contracts by LEA, Region 4 certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

## RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by LEA for any contract, Region 4 certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Region 4 further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

## CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When LEA expends federal funds for any contract, Region 4 certifies that it will comply, as applicable, with the 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

## CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of LEA not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Region 4 agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Region 4 further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

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## CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

LEA has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Region 4 certifies that it is in compliance with all applicable provisions of the Buy America Act.

## CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Region 4 agrees that the District's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Region 4 that are directly pertinent to Region 4's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Region 4's personnel for the purpose of interview and discussion relating to such documents.

## CERTIFICATION OF APPLICABILITY TO SUBCONTRACTRS

Region 4 agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

**REGION 4 AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT REGION 4 CERTIFIES COMPLIANCE WITH ALL APPLICABLE PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE**

Printed Name and Title of Authorized Representative:

Dwight Henry McHazlett

Email Address:

dwight.mchazlett@mvisd.org

Signature of Authorized Representative:

Date: _____

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**ADDENDUM THREE**

REQUEST FOR APPLICATION

# Program Guidelines

# 2020-2021 Remote Learning Operation Connectivity-CV19

Authorized by Coronavirus Aid, Relief, and Economic Security (CARES) Act, Section 5001, Coronavirus Relief Fund (CRF)

Application Closing Date – 5:00 p.m., Central Time
Application due date July 23, 2020

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TEXAS EDUCATION AGENCY

**Office of Information Technology Services**
**1701 North Congress Avenue**
**Austin, Texas 78701**

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# Introduction to the Program Guidelines

TEA, as the pass-through entity[1], is the grantee[2] from the U.S. Department of Education (USDE) and TEA awards subgrants to non-federal entities[3] such as local educational agencies (LEAs), including school districts, charter schools, and education service centers, and to a lesser degree institutions of higher education (IHEs), and nonprofit organizations (NPOs) who are the agency's subgrantees[4]. These guidelines apply to all subgrantees of TEA, regardless of whether referenced herein as subgrantee or grantee. For purposes of this document, TEA may use the terms grantee and subgrantee synonymously for its subrecipients.

This part of the request for application (RFA), Program Guidelines, is to be used in conjunction with the General and Fiscal Guidelines and any application instructions. The Standard Application System (SAS) consists of Application Part 1 (PDF – narrative schedules) and Application Part 2 (Excel - budget schedules) to be completed in order for the applicant to be eligible for funding.

For applicants selected for funding, all guidelines and instructions will be incorporated by reference into the Notice of Grant Award (NOGA).

## Reference to the General and Fiscal Guidelines

The Program Guidelines provide information specifically relevant to this grant program. The General and Fiscal Guidelines provide information relevant to all TEA grant programs. Throughout the Program Guidelines, cross-references are given to applicable sections of the General and Fiscal Guidelines. It is critical that you review all referenced sections of the General and Fiscal Guidelines when preparing your application.

---

[1] Pass-through entity is defined as a non-Federal entity that provides a subaward to a subrecipient to carry out part of a federal program. (2 CFR 200.74)

[2] Grantee is defined as the legal entity to which a grant is awarded and that is accountable to the federal government for the use of the funds provided. The term "grantee" does not include any secondary recipients, such as subgrantees and contractors that may receive funds from a grantee. (34 CFR 77)

[3] Non-federal entity is defined as a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient. (2 CFR 200.69)

[4] Subgrantee is defined by TEA to be the same as a subrecipient which is defined as 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. (2 CFR 200.93) Subgrantee is defined in 34 CFR 77 as the legal entity to which a subgrant is awarded and that is accountable to the grantee for the use of the funds provided.

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# Contact for Clarifying Information

## Program Contact

Julia Schacherl, Director
Office of Information Technology Services julia.schacherl@tea.texas.gov
Phone: (512) 463-9745

## Funding Contact

Sarah Averill, Grant Manager, Grants Administration Division
sarah.averill@tea.texas.gov Phone: (512) 463-8525

# US Department of Education and/or State Appropriations

The following is provided in compliance with the US Department of Education Appropriations Act:

| Category | Amount |
|---|---|
| Total funds available for this project | $200,000,000 |
| Percentage to be financed with federal funds | 100% |
| Amount of federal funds | $200,000,000 |
| Percentage to be financed from nonfederal sources | 0% |
| Amount of nonfederal funds | $0 |

# Grant Timeline

For all dates related to the grant, including reporting dates, see the TEA Grant Opportunities page. If a report due date falls on a weekend or holiday, the report will be due the following business day. All dates except the grant ending date may vary slightly as conditions require.

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# Grant at a Glance

This section provides detailed information about the grant program.

## Program Purpose, Goals, and Objectives

The purpose of the Remote Learning Operation Connectivity-CV19 grant is to support Texas LEA purchases of eLearning devices and home internet solutions to enable the remote learning of students during the COVID-19 pandemic. Bulk purchases will require a local match, either from LEA funds or from local Coronavirus Relief Funds (CRF), as defined by TEA. This local match requirement may be waived by TEA in cases of significant hardship.

## Eligible Applicants

See the General and Fiscal Guidelines, Eligibility Requirements.

Region 4 Education Service Center is the only eligible applicant for this grant.

## Shared Services Arrangement

See the General and Fiscal Guidelines, Shared Services Arrangements.

Shared services arrangements (SSAs) are not allowed.

## Cost Share or Matching Requirement

See the General and Fiscal Guidelines, Cost Share/Match Requirement.

There is no cost share or matching requirement imposed on Region 4 Education Service Center for this grant program. Per the Program Purpose, Goals, and Objectives stated above, LEAs who benefit from bulk purchases may be required to match, either from LEA funds or from local CRF funds.

## Supplement, Not Supplant

For supplement, not supplant guidance, see the Supplement, Not Supplant Handbook on the Grants Administration Division's Administering a Grant page.

The supplement, not supplant provision does apply to this grant program.

## Limitation of Administrative Funds

See the General and Fiscal Guidelines, Administrative Costs.

NOTE: Administrative funds include **both** direct administrative costs **and** allowable indirect costs.

TEA limits the amount of funds that may be budgeted to administer this grant, including direct administrative costs and indirect costs, to no more than $1,000,000 of the total grant awarded.

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To calculate the maximum indirect costs that can be claimed for a grant, complete the Maximum Indirect Costs Worksheet, posted on the Administering a Grant page, under the Handbooks and Other Guidance section.

# Pre-Award Costs

See the General and Fiscal Guidelines, Pre-Award Costs.

Pre-award costs are permitted, if requested, from May 21, 2020, to stamp-in date.

# Application Requirements and Assurances

This section identifies the two types of requirements in which applicants must comply to be eligible for funding:

- Statutory requirements (requirements defined in the authorizing statute)
- TEA program requirements (requirements defined by TEA program staff)

## Statutory Requirements

See the General and Fiscal Guidelines, Statutory Requirements.

Per Section 22.0834 of the Texas Education Code (TEC), any person offered employment by any entity that contracts with TEA or receives grant funds administered by TEA (i.e., a grantee or subgrantee) is subject to the fingerprinting requirement. TEA is prohibited from awarding grant funds to any entity, including nonprofit organizations, that fails to comply with this requirement. For details, refer to the General and Fiscal Guidelines, Fingerprinting Requirement.

The following requirements are defined in the statute that authorizes this program. The applicant must comply with each of these requirements in the application to be considered for funding:

1. Necessary expenditures must have been incurred due to COVID-19 pandemic, defined as actions taken to respond to the public health emergency which may include expenditures to respond directly to the emergency, or to second-order effects of the emergency.
2. Allowable costs cannot have been accounted for in the most recently approved budget as of March 27, 2020, defined as (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget or (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation; without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency.
3. Allowable costs must be incurred May 21, 2020, through December 30, 2020, defined as when the entity has expended funds to cover the allowable cost.

## TEA Program Requirements

See the General and Fiscal Guidelines, TEA Program Requirements.

In addition to the statutory requirements, TEA has established the following program requirements. The applicant must comply with each of these requirements in the application to be considered for funding:

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1. Grant expenses will be to facilitate and administer the statewide bulk purchase program whereby providing a unique service to Texas LEAs to purchase eLearning devices and home internet solutions to enable the remote learning of students during the COVID-19 pandemic as described in the federal CRF guidance document as facilitating distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
2. Any grant funds not used in the bulk purchase program or administrative costs will be returned to TEA in a time and manner requested by TEA.
3. Grant administrative costs will be reasonable and necessary, not to exceed $1,000,000, including indirect costs.
4. Grantee, with assistance from consultants, will negotiate the bulk procurement prices and order for the LEAs, provide shipping information to the vendors, and provide LEAs with appropriate guidance for asset tagging and inventorying of purchased equipment so that the LEA retains proper ownership and maintains documentation of the purchase.
5. TEA will make all determinations regarding apportionment of matching funds to LEAs and LEA orders, including vendors, product and service specifications and LEA financial participation. All order information will be provided by Region 4 and approved by TEA to be placed with vendors. TEA shall provide approval to Region 4 specifying any amendments to orders, including any changes to LEA recipients or LEA financial participation. Region 4 may rely on all TEA direction and approvals.
6. On behalf of TEA, Region 4 may, if needed on a temporary basis, enter into purchase agreements with vendors to procure and take title, if and as needed, of all ordered products and services. Region 4 may enter into sale, transfer or other agreements as appropriate with LEAs to transfer or assign any ownership or warranties of products and services.
7. Initial bulk orders shall be made by Region 4 to vendors as specified by TEA, and orders shall be modified as additional data is collected by TEA and Region 4 from LEAs. TEA shall provide funds to Region 4 sufficient to cover the full amount of any order placed that is not covered by funds actually received by Region 4 from LEAs not to exceed the initial total grant award of $200,000,000. Except for the initial bulk orders, no orders shall be placed or modified by Region 4 until sufficient funds have been received from TEA and LEAs.
8. Region 4 shall not take any permanent ownership of products or services subject to this grant. Region 4 shall not be responsible for issuing asset tags on any devices. Region 4 shall not be responsible for warranting devices and shall have no liability to LEAs for any products or services procured under this grant. LEAs shall be required as a condition of participation to waive any liability against Region 4.
9. Grantee must keep records sufficient to demonstrate the amount of funds expended is in accordance with statute and these grant rules and guidelines.
10. Grantee must provide data and reporting information as required by TEA or the federal government in a time and manner requested by TEA.
11. Any grant funds requested as advanced payment must be placed in an interest-bearing account and must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses herein.
12. Grantee must collaborate and communicate with TEA in the time and manner requested by TEA.
13. Grantee may utilize noncompetitive procurement with these federal funds as authorized by TEA.

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### Program-Specific Assurances

See the General and Fiscal Guidelines, Provisions and Assurances.

The program-specific assurances for this grant program are listed in the Application Part 1.

## Allowable Activities and Use of Funds

See the Administering a Grant page for general guidance on allowable activities and use of funds.

Allowable activities and use of funds for this grant may include but are not limited to the following:

### General Allowable Activities and Use of Funds

- Payroll costs
- Professional and contracted services
- Supplies and materials
- Other operating costs that do not require specific approval
- Capital outlay
- Reasonable and necessary administrative costs, including any consulting, legal, and temporary staff expenses.
- Other costs necessary to facilitate and administer the Remote Learning Operation Connectivity-CV19 program, whereby providing a unique service to Texas LEAs to purchase eLearning devices and home internet solutions to enable the remote learning of students during the COVID-19 pandemic, at reduced prices for LEAs.

## Unallowable Activities and Use of Funds

In general, refer to the Budgeting Cost Guidance Handbook on the Administering a Grant page for unallowable costs.

In addition, unallowable activities and use of funds for this grant may include but are not limited to the following:

- Debt service (lease-purchase)
- Student field trips
- Advisory councils
- Cost of membership in any civic or community organization
- Hosting or sponsoring of conferences
- Out-of-state travel
- Travel costs for officials such as Executive Director, Superintendent, or Board Members
- Expenses for the State share of Medicaid.
- Damages covered by insurance

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- Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency (general ESC/LEA employees)
- Expenses that have been or will be reimbursed under any federal program are not eligible uses of CRF funds
- Reimbursement to donors for donated items or services
- Workforce bonuses other than hazard pay or overtime
- Severance pay
- Legal settlements
- Revenue replacement

# Performance Measures

The applicant agrees to collect data and report on the following mandatory performance measures:

1. Number of devices, by type, ordered on behalf of and delivered directly to LEAs.
2. Average number of days for LEAs to respond and complete agreements.
3. Average number of days for LEAs to pay Region 4 for their match on the bulk order.

# Federal Grant Requirements

## Equitable Access and Participation

See the General and Fiscal Guidelines, Equitable Access and Participation.

This requirement does apply to this federally funded grant program.

## Private Nonprofit School Participation

See the General and Fiscal Guidelines, Private Nonprofit School Participation.

This requirement does not apply to this federally funded grant program.

## Maintenance of Effort

See the General and Fiscal Guidelines, Maintenance of Effort.

This requirement does not apply to this federally funded grant program.

# Attachments

See the following sections of the General and Fiscal Guidelines:

- Required Fiscal-Related Attachments
- Required Program-Related Attachments

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This section describes the two types of attachments that may be required to be submitted with the application: fiscal-related attachments and program-related attachments.

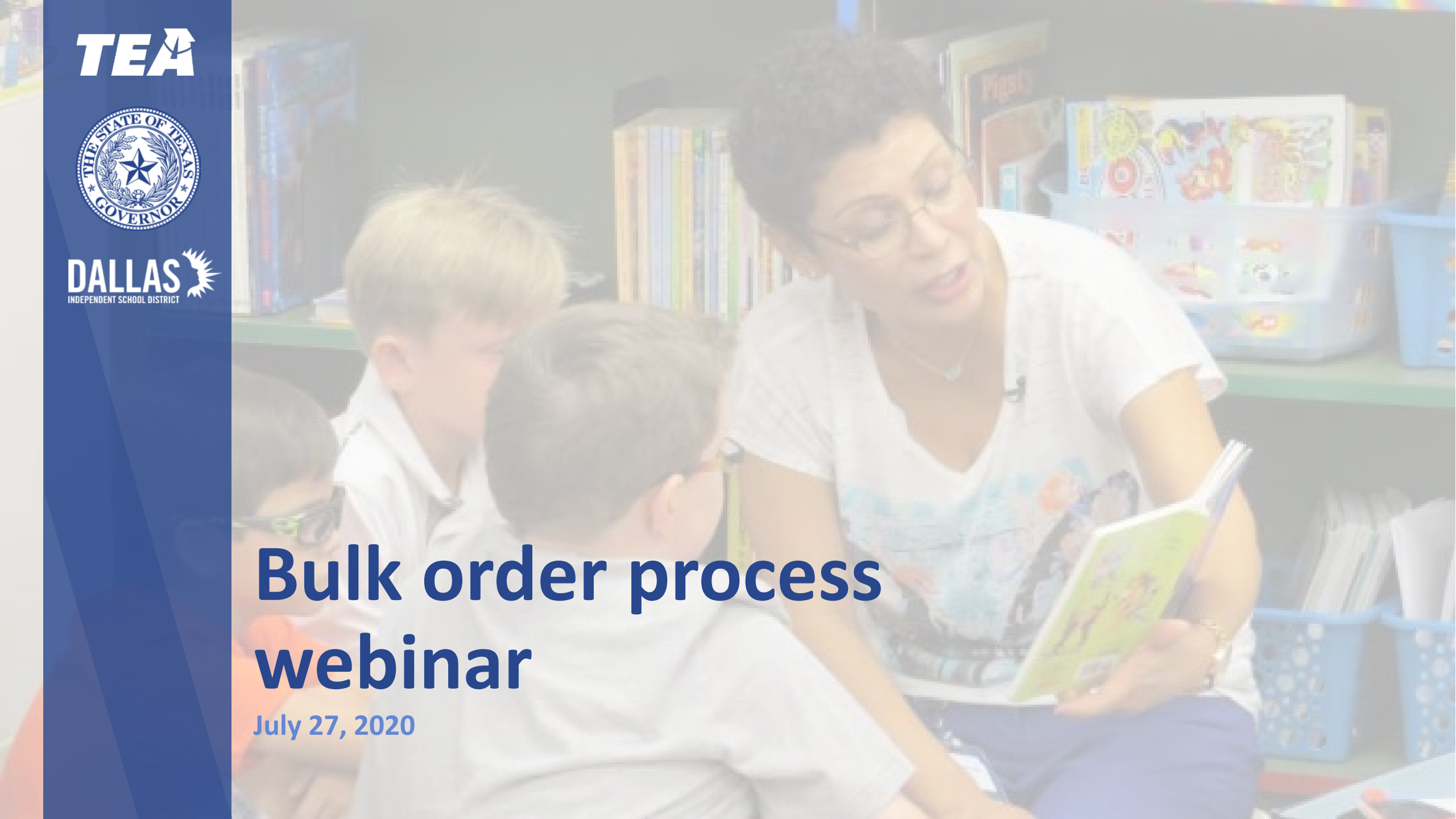
## Required Fiscal-Related Attachments

See the General and Fiscal Guidelines, Required Fiscal-Related Attachments, for a general description of fiscal-related documents that can be required as attachments to the application.

## Required Program-Related Attachments

See the General and Fiscal Guidelines, Required Program-Related Attachments, for a general description of program-related documents that can be required as attachments to the application.

No program-related attachments are required for this grant program.



# Bulk order process webinar

July 27, 2020

# Agenda

Overview of bulk order program

Funding allocation methodology

Bulk order process timeline

Review of confirmation documents

LEA support resources

# Operation Connectivity bulk order program



Provides LEAs the opportunity to purchase hotspots and devices at **negotiated rates with major ISPs / OEMs**



Central purchase on behalf of LEAs allows order **prioritization in supply chain**



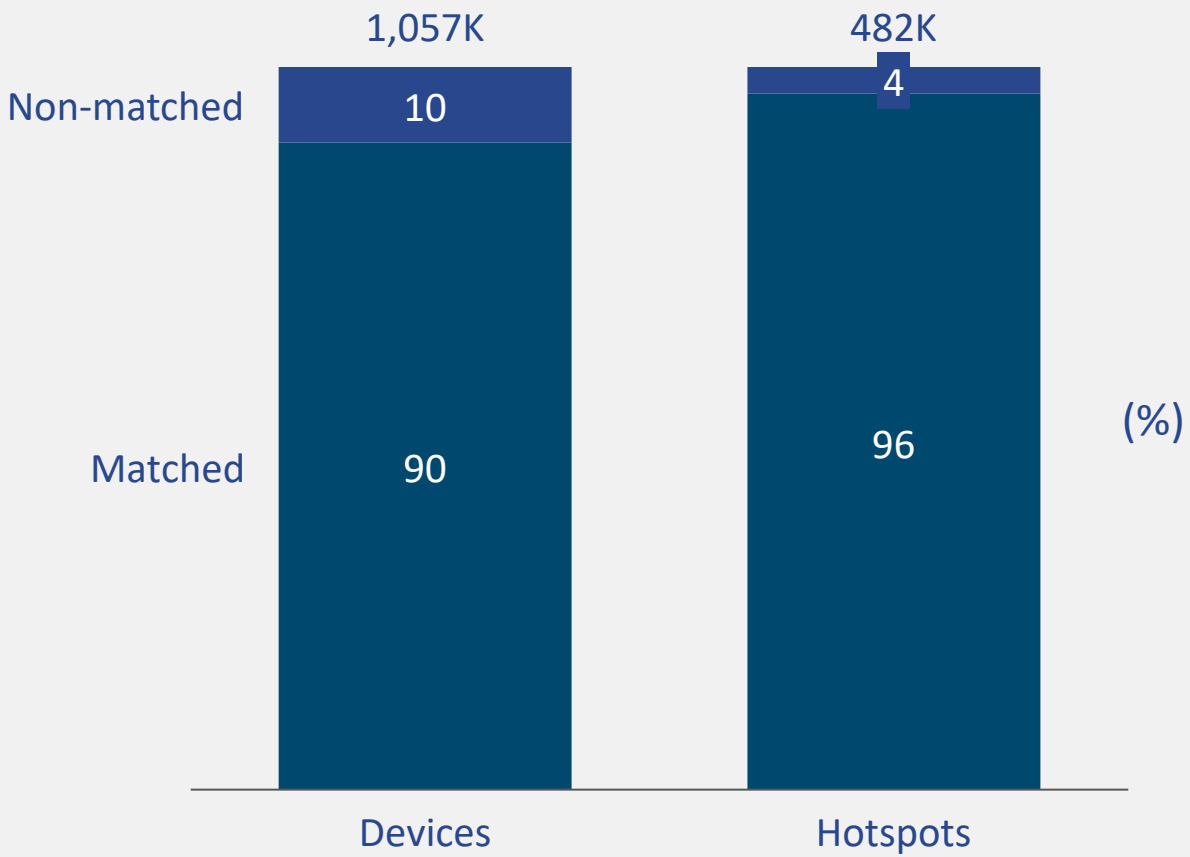
Through this program, LEAs will be awarded **matching fund allocations** from state

## The administration of the bulk order program will be done through ESC Region 4

- The Operation Connectivity Taskforce was tasked with exploring a state bulk purchasing option on behalf of LEAs
- During our exploratory phase, TEA was informed that Region 4 ESC was providing support to Mayor Turner's Health Equity Task Force Technology Access Committee.
- The Committee's chair, Gaby Rowe, had already made significant progress in negotiating favorable prices for a bulk order of devices and hotspots.
- Given the rates that had been negotiated for Region 4 schools, the time sensitive nature of this procurement, and the fact that Region 4 could accept matching payments from LEA's, TEA provided Region 4 authority to act on its behalf to administer the bulk order.
- Region 4 will be executing the day to day logistics of procuring the devices, accepting the matching funds from LEA's, and working with the vendors and LEAs on the delivery of devices.
- TEA will determine the fund allocation methodology; the administration of the bulk order program will be executed through Region 4

# Over 1M devices and 480K hotspots have been requested for bulk purchase by LEAs across Texas

**With state funds providing matching dollars for the majority of requested devices and hotspots**



# Funding Allocation – Bulk Purchase Matching Funds

The majority of the $200 million in CARES Act funding will be allocated to LEAs through matching funds for purchases of hotspots (with data plans) and devices through a statewide bulk purchasing event.

Funding details (see next page for examples):

- **LEAs will be eligible for fund matching of 50% of the expenditures** incurred through the statewide bulk purchasing event.
- However, the level of LEA fund matching for purchases made through the statewide bulk purchasing event will be **contingent on the number of economically disadvantaged students in the LEA.**[1]
  - The amount of TEA's fund matching will not exceed 50% of LEA expenditures to purchase device and/or hotspots for the number of economically disadvantaged students in the LEA.
  - The costs associated with device and hotspot purchase volume that exceeds the number of economically disadvantaged students in an LEA will not be eligible for fund matching. However, an LEA can order additional devices and hotspots via the bulk order purchase and pay with local funds.[2]
- If an LEA is purchasing a quantity of devices and/or hotspots less than the number of economically disadvantaged students, the LEA will still receive the full 50% fund matching for those expenditures.

1. The number of economically disadvantaged students in an LEA are calculated as the PEIMS ages 3-21 low income students (eligible for free lunch, reduced price lunch, or federal aid programs), from the October 2019 fall collection, released for 2020-2021 ESSA funding formulas.
2. If an LEA orders more devices and/or hotspots than they have economically disadvantaged students, the LEA will still have the opportunity to order at the bulk purchase order's discounted rates, but those expenditures will not be eligible for fund matching.

# Funding Allocation – Bulk Purchase Matching Funds Examples

**District A orders device volume equal to economically disadvantaged (eco dis.) enrollment**

- Enrollment: 1000 total students; **500** economically disadvantaged students
- District A is capped at 500 total devices for this program (due to percent eco dis.)
- Bulk order: **500** devices x $200 cost per device = **$100,000 LEA spend**
- LEA spend eligible for fund matching: up to **500** students x $200 cost per device = up to **$100,000**
- TEA fund matching: up to **$50,000**
- LEA responsibility: $50,000

**District B orders device volume greater than economically disadvantaged enrollment**

- Enrollment: 1000 total students; **500** economically disadvantaged students
- District B is capped at 500 total devices for this program (due to percent eco dis.)
- Bulk order: **750** devices x $200 cost per device = **$150,000 LEA spend**
- LEA spend eligible for fund matching: up to **500** students x $200 cost per device = up to **$100,000**
- TEA fund matching: up to **$50,000**
- LEA responsibility: $50,000

**District C orders device volume less than economically disadvantaged enrollment**

- Enrollment: 1000 total students; **500** economically disadvantaged students
- District C is capped at 500 total devices for this program (due to percent eco dis.)
- Bulk order: **250** devices x $200 cost per device = **$50,000 LEA spend**
- LEA spend eligible for fund matching: up to **250** students x $200 cost per device = up to **$50,000**
- TEA fund matching: up to **$25,000**
- LEA responsibility: $25,000

# Bulk order process timeline

| | Process step | Date |
|---|---|---|
| 1 | Region 4 distributes to LEAs key confirmation documents (details on next slide):<br>• **Interlocal Agreement**<br>• **Additional Quantity Request Form**<br>• **Logistics Confirmation Form** | **7/29** |
| 2 | LEAs' signed **Interlocal Agreement** and completed **Additional Quantity Request Form** due to Region 4 | **8/4** |
| 3 | Region 4 begins placing **purchase orders** with ISPs / OEMs | **8/5** |
| 4 | LEAs' completed **Logistics Confirmation Form** due to Region 4 | **8/7** |
| 5 | LEAs began receiving **order invoices** from Region 4 | **8/11** |
| 6 | LEA **payment** of order invoice due to Region 4 | **Within 3 business days of invoice date** |
| 7 | **Confirmation of payment receipt** provided to LEAs | **Upon receipt of funds** |
| 8 | **Order fulfillment details** provided to ISP/OEMs | **Upon receipt of funds** |
| 9 | Providers / OEMs **ship devices** and provide order **shipment confirmation** to LEAs | **Upon availability of devices** |
| 10 | LEAs **confirm receipt** of devices | **Upon receipt** |

# 3 order confirmation documents will require quick turnaround from LEAs to ensure a timely processing of orders



## Interlocal Agreement

Provides breakdown of allocated quantities, allocated state matching, and required LEA contribution of costs

Allocated quantities can be revised down only

Document must be signed

**Due to Region 4 by 8/4**



## Additional Quantity Request Form

Form for LEAs to request additional quantities they would like to purchase through negotiated bulk purchase rates

Quantities would not receive state match

Total LEA quantities cannot exceed quantity listed in bulk order survey

Document must be signed

**Due to Region 4 by 8/4**



## Logistics Confirmation Form

Form to provide confirmation of shipping address, details on asset tagging specs for ISPs / OEMS, and CIPA preferences for hotspots

**Due to Region 4 by 8/7**

# Two new pieces of information might impact your order; we will survey the relevant LEAs today (7/27)

## 1. AT&T hotspot price change

In initial LEA survey, listed price was $15 a month for the unlimited, no throttle data plan with no cost for device

Now, the data plan is still $15 a month, but the device will cost $60 upfront

We will send all LEAs who ordered AT&T to opt to change volume to either

- T-Mobile ($15 a month for data plan, $0 for device)
- Verizon ($10 a month for data plan, $2 a month filtering, $60 for device, $5 for asset tagging)

## 2. Updates to the Chromebook supply chain[1]

Chromebooks will take 10-16 weeks to ship

While other laptops and iPads will take 4 weeks

We will allow you opt to exchange your Chromebook volume for Middle school laptops

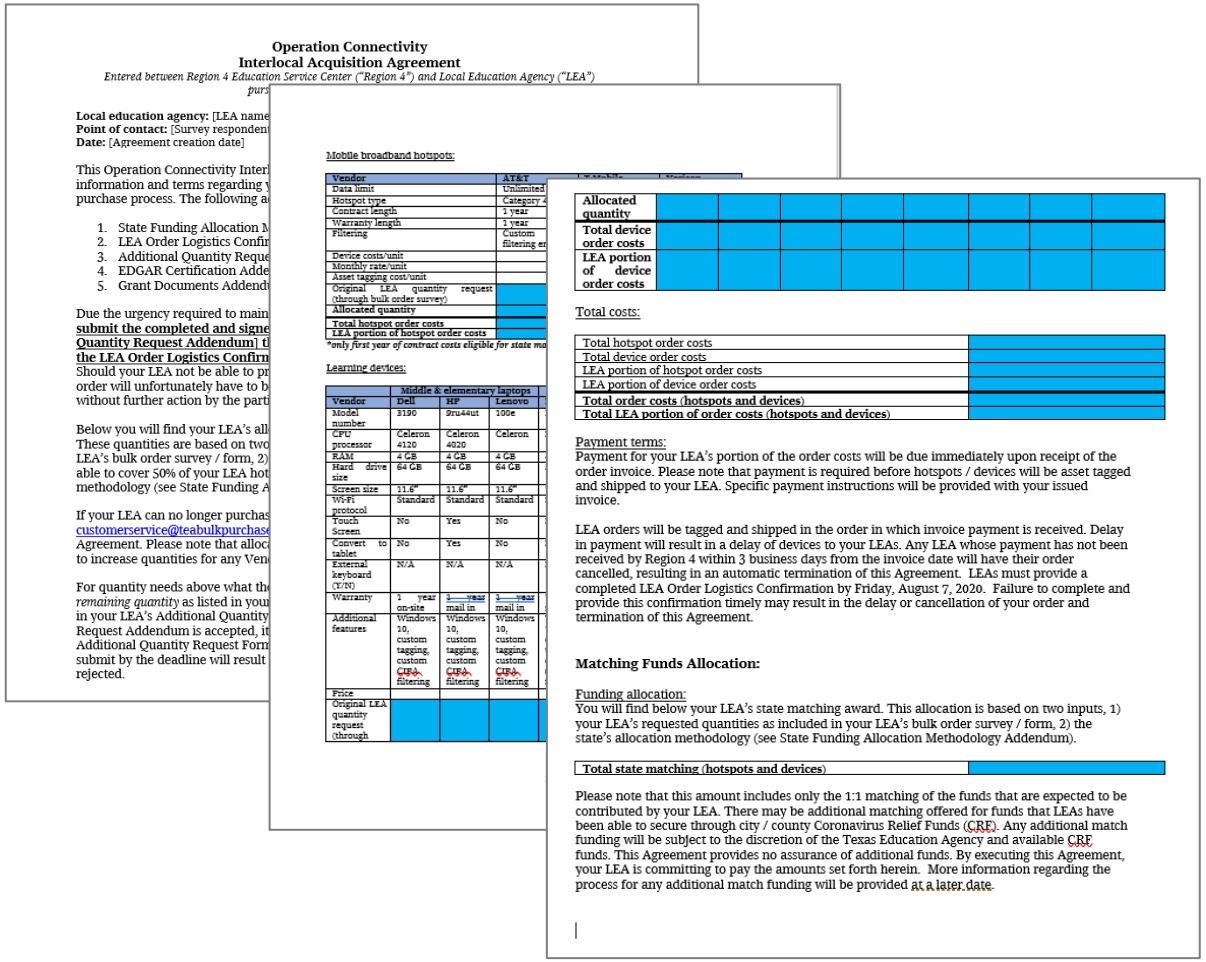
- Dell 3190- $237
- Lenovo 100e- $205

A SURVEY WILL GO OUT TO THESE LEAS TODAY; PLEASE RESPOND BY 12PM ON Wednesday 7/29

1. Please note that supply chain delivery are subject to change. This reflects the most recent conversations with the vendors as of 7/26

# Interlocal Acquisition Agreement

*Quantity allocations, costs, and matching funds*



**Operation Connectivity**
**Interlocal Acquisition Agreement**
*Entered between Region 4 Education Service Center ("Region 4") and Local Education Agency ("LEA")*

**Local education agency:** [LEA name
**Point of contact:** [Survey respondent
**Date:** [Agreement creation date]

This Operation Connectivity Inter
information and terms regarding
purchase process. The following a

1. State Funding Allocation M
2. LEA Order Logistics Confir
3. Additional Quantity Reque
4. EDGAR Certification Adde
5. Grant Documents Addendu

Due the urgency required to main
**submit the completed and signe**
**Quantity Request Addendum] t**
**the LEA Order Logistics Confirm**
Should your LEA not be able to pr
order will unfortunately have to b
without further action by the part

Below you will find your LEA's all
These quantities are based on two
LEA's bulk order survey / form, 2)
able to cover 50% of your LEA hot
methodology (see State Funding A

If your LEA can no longer purchas
customerservice@teabulkpurchase
Agreement. Please note that alloc
to increase quantities for any Ven

For quantity needs above what th
*remaining quantity* as listed in you
in your LEA's Additional Quantity
Request Addendum is accepted, it
Additional Quantity Request Form
submit by the deadline will result
rejected.

Mobile broadband hotspots:

| Vendor | AT&T |
|---|---|
| Data limit | Unlimited |
| Hotspot type | Category 4 |
| Contract length | 1 year |
| Warranty length | 1 year |
| Filtering | Custom filtering en |
| Device costs/unit | |
| Monthly rate/unit | |
| Asset tagging cost/unit | |
| Original LEA quantity request (through bulk order survey) | |
| **Allocated quantity** | |
| **Total hotspot order costs** | |
| **LEA portion of hotspot order costs** | |

**only first year of contract costs eligible for state ma*

Learning devices:

| | Middle & elementary laptops | | |
|---|---|---|---|
| **Vendor** | **Dell** | **HP** | **Lenovo** |
| Model number | 3190 | 9ru44ut | 100e |
| CPU processor | Celeron 4120 | Celeron 4020 | Celeron |
| RAM | 4 GB | 4 GB | 4 GB |
| Hard drive size | 64 GB | 64 GB | 64 GB |
| Screen size | 11.6" | 11.6" | 11.6" |
| Wi-Fi protocol | Standard | Standard | Standard |
| Touch Screen | No | Yes | No |
| Convert to tablet | No | Yes | No |
| External keyboard (Y/N) | N/A | N/A | N/A |
| Warranty | 1 year on-site | ~~3 year~~ mail in | ~~3 year~~ mail in |
| Additional features | Windows 10, custom tagging, custom CIPA filtering | Windows 10, custom tagging, custom CIPA filtering | Windows 10, custom tagging, custom CIPA filtering |
| Price | | | |
| Original LEA quantity request (through | | | |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| **Allocated quantity** | | | | | | | | |
| **Total device order costs** | | | | | | | | |
| **LEA portion of device order costs** | | | | | | | | |

Total costs:

| | |
|---|---|
| Total hotspot order costs | |
| Total device order costs | |
| LEA portion of hotspot order costs | |
| LEA portion of device order costs | |
| **Total order costs (hotspots and devices)** | |
| **Total LEA portion of order costs (hotspots and devices)** | |

Payment terms:
Payment for your LEA's portion of the order costs will be due immediately upon receipt of the order invoice. Please note that payment is required before hotspots / devices will be asset tagged and shipped to your LEA. Specific payment instructions will be provided with your issued invoice.

LEA orders will be tagged and shipped in the order in which invoice payment is received. Delay in payment will result in a delay of devices to your LEAs. Any LEA whose payment has not been received by Region 4 within 3 business days from the invoice date will have their order cancelled, resulting in an automatic termination of this Agreement. LEAs must provide a completed LEA Order Logistics Confirmation by Friday, August 7, 2020. Failure to complete and provide this confirmation timely may result in the delay or cancellation of your order and termination of this Agreement.

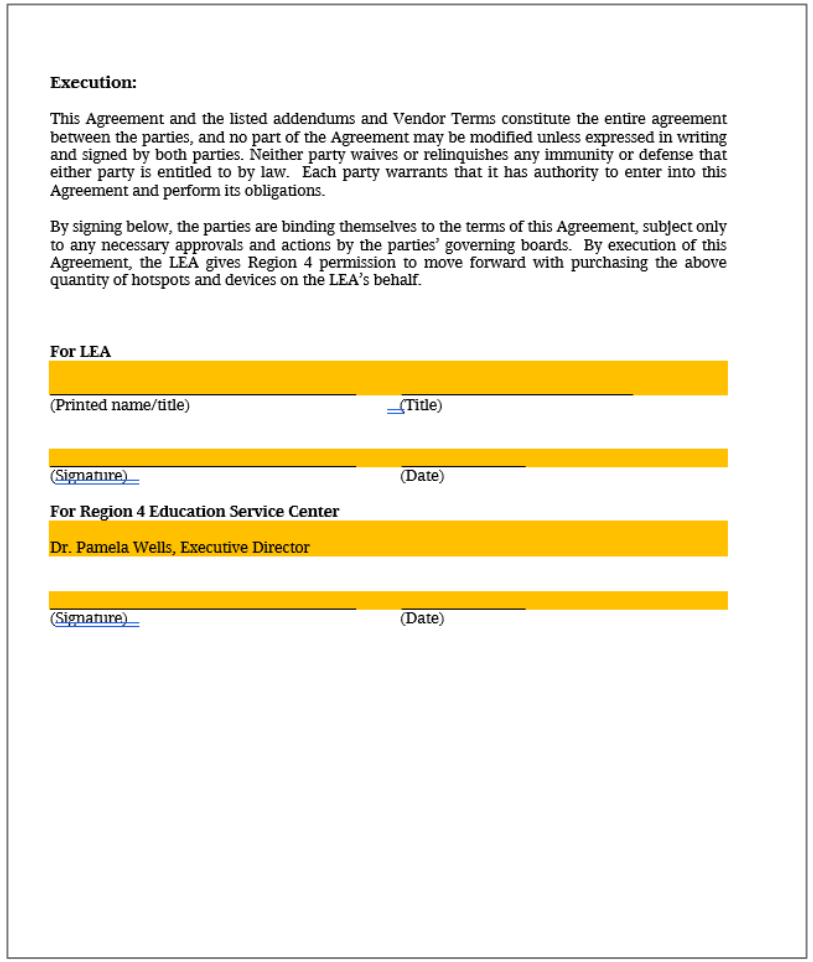
**Matching Funds Allocation:**

Funding allocation:
You will find below your LEA's state matching award. This allocation is based on two inputs, 1) your LEA's requested quantities as included in your LEA's bulk order survey / form, 2) the state's allocation methodology (see State Funding Allocation Methodology Addendum).

| | |
|---|---|
| **Total state matching (hotspots and devices)** | |

Please note that this amount includes only the 1:1 matching of the funds that are expected to be contributed by your LEA. There may be additional matching offered for funds that LEAs have been able to secure through city / county Coronavirus Relief Funds (CRF). Any additional match funding will be subject to the discretion of the Texas Education Agency and available CRF funds. This Agreement provides no assurance of additional funds. By executing this Agreement, your LEA is committing to pay the amounts set forth herein. More information regarding the process for any additional match funding will be provided at a later date.

*Signature*



**Execution:**

This Agreement and the listed addendums and Vendor Terms constitute the entire agreement between the parties, and no part of the Agreement may be modified unless expressed in writing and signed by both parties. Neither party waives or relinquishes any immunity or defense that either party is entitled to by law. Each party warrants that it has authority to enter into this Agreement and perform its obligations.

By signing below, the parties are binding themselves to the terms of this Agreement, subject only to any necessary approvals and actions by the parties' governing boards. By execution of this Agreement, the LEA gives Region 4 permission to move forward with purchasing the above quantity of hotspots and devices on the LEA's behalf.

**For LEA**

(Printed name/title) (Title)

(Signature) (Date)

**For Region 4 Education Service Center**

Dr. Pamela Wells, Executive Director

(Signature) (Date)

# Additional Quantity Request Form

**Operation Connectivity**
**Additional Order Request Addendum**
*Entered between Region 4 Education Service Center ("Region 4") and Local Education Agency ("LEA") pursuant to Tex. Gov't Code, Chapter 791.*

**Local education agency:** [LEA name]
**Point of contact:** [Survey respondent name]
**Date:** [packet creation date]

**Form Overview:**

This Additional Quantity Request Addendum provides your LEA the opportunity to request additional quantities (above the allocated quantity your LEA was awarded through our matching program) for inclusion in the state's bulk order.

Due the urgency required to maintain our position within our vendors' supply chain, **please sign and return this document through DocuSign by COB Tuesday, August 4, 2020.** Should your LEA not be able to submit this form by this date, your LEA will not be considered for the bulk purchase of any additional quantities.

**Additional Hotspot / Device Volume Request:**

You will find below a breakdown of your LEA's *initial quantity request* (as based on your LEA's initial bulk order survey response), your LEA's *quantity allocation* (as determined by our state's matching funds allocation methodology), as well as the *remaining quantity needed* to reach your LEA's initial quantity request (*initial quantity request – LEA quantity allocation = remaining quantity needed*).

While the state is unable to provide matching funds for any quantities above your allocated quantity, your LEA still has the option to purchase quantities up to your *remaining quantity needed* at our negotiated bulk purchase rates.

If your LEA does not want to purchase the quantities below or would like to purchase fewer, please email customerservice@teabulkpurchase.com with your revisions. We will then send you an updated Additional Quantity Request Addendum. Please note that allocated quantities can only be decreased. Any proposed revisions to increase quantities for any provider / OEM or model will be rejected.

Please consider any quantities you list below as a commitment to purchase that additional amount with no state matching of funds.

Mobile broadband hotspots:

| Vendor | AT&T | T-Mobile | Verizon |
|---|---|---|---|
| Data limit | Unlimited | Unlimited | Unlimited |
| Hotspot type | Category 4 | Category 4 | Category 4 |
| Contract length | 1 year | 2 year* | 1 year |
| Warranty length | 1 year | 1 year | 1 year |
| Filtering | Custom ~~CIPA~~ filtering enabled | Custom ~~CIPA~~ filtering enabled | Custom ~~CIPA~~ filtering enabled |
| Device costs/unit | | | |
| Monthly rate/unit | | | |

**Operation Connectivity**
**Additional Order Request Addendum**
*Entered between Region 4 Education Service Center ("Region 4") and Local Education Agency ("LEA") pursuant to Tex. Gov't Code, Chapter 791.*

| | | | |
|---|---|---|---|
| Asset tagging cost/unit | | | |
| Original LEA quantity request (through bulk order survey) | | | |
| Allocated quantity (matched) | | | |
| Remaining quantity needed | | | |
| Total additional hotspot order costs, LEA to pay in full | | | |

Learning devices:

| | Middle & elementary laptops | | | High school laptops | | Chromebooks | | iPad |
|---|---|---|---|---|---|---|---|---|
| Vendor | Dell | HP | Lenovo | Dell | HP | Dell | HP | Apple |
| Model number | 3190 | 9ru44ut | 100e | 3410 | FB11x360 | 3100 Chrome | 1A764UT | iPad 7th Generation |
| CPU processor | Celeron 4120 | Celeron 4020 | Celeron | I3 | Pentium 5030 | N/A | N/A | N/A |
| RAM | 4 GB | 4 GB | 4 GB | 4 GB | 8 GB | 4 GB | 4 GB | N/A |
| Hard drive size | 64 GB | 64 GB | 64 GB | 500 GB | 128 GB | 16 GB | 32 GB | 32 GB |
| Screen size | 11.6" | 11.6" | 11.6" | 14" | 11.6" | 11.6" | 11.6" | 10.2" |
| Wi-Fi protocol | Standard | Standard | Standard | Standard | Standard | Standard | Standard | Standard |
| Touch Screen | No | Yes | No | No | Yes | No | Yes | Yes |
| Convert to tablet | No | Yes | No | No | Yes | No | No | Yes |
| External keyboard (Y/N) | N/A | N/A | N/A | N/A | N/A | N/A | N/A | Y |
| Warranty | 1 year on-site | ~~3 year~~ mail in | ~~3 year~~ mail in | 1 year on site | ~~3 year~~ mail in | 1 year on site | ~~3 year~~ mail in | N/A |
| Additional features | Windows 10, custom tagging, custom ~~CIPA~~ filtering | Windows 10, custom tagging, custom ~~CIPA~~ filtering | Windows 10, custom tagging, custom ~~CIPA~~ filtering | Windows 10, custom tagging, custom ~~CIPA~~ filtering | Windows 10, custom tagging, custom ~~CIPA~~ filtering | Google license, custom tagging, custom ~~CIPA~~ filtering | Google license, custom tagging, custom ~~CIPA~~ filtering | ~~iPadOS~~, custom tagging, custom ~~CIPA~~ filtering |
| Price | | | | | | | | |
| Original LEA quantity request (through bulk order survey) | | | | | | | | |
| Allocated quantity (matched) | | | | | | | | |

**Operation Connectivity**
**Additional Order Request Addendum**
*Entered between Region 4 Education Service Center ("Region 4") and Local Education Agency ("LEA") pursuant to Tex. Gov't Code, Chapter 791.*

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Remaining quantity needed | | | | | | | | |
| Total additional device order cost, LEA to pay in full | | | | | | | | |

Total costs:

| | |
|---|---|
| LEA additional hotspot order costs | |
| LEA additional device order costs | |
| **LEA additional order costs (hotspots and devices)** | |

Payment terms:
Payment for your LEA's order costs will be due immediately upon receipt of the order invoice. Please note that payment is required before hotspots / devices will be asset tagged and shipped to your LEA. Specific payment instructions will be provided with your issued invoice.

LEA orders will be tagged and shipped in the order in which invoice payment is received. Delay in payment will result in a delay of devices to your LEAs. Any LEA whose payment has not been received by Region 4 within 3 business days from the invoice date will have their order cancelled, resulting in an automatic termination of this Agreement. LEAs must provide a completed LEA Order Logistics Confirmation by Friday, August 7, 2020. Failure to complete and provide this confirmation timely may result in the delay or cancellation of your order and termination of this Agreement.

**Signature:**

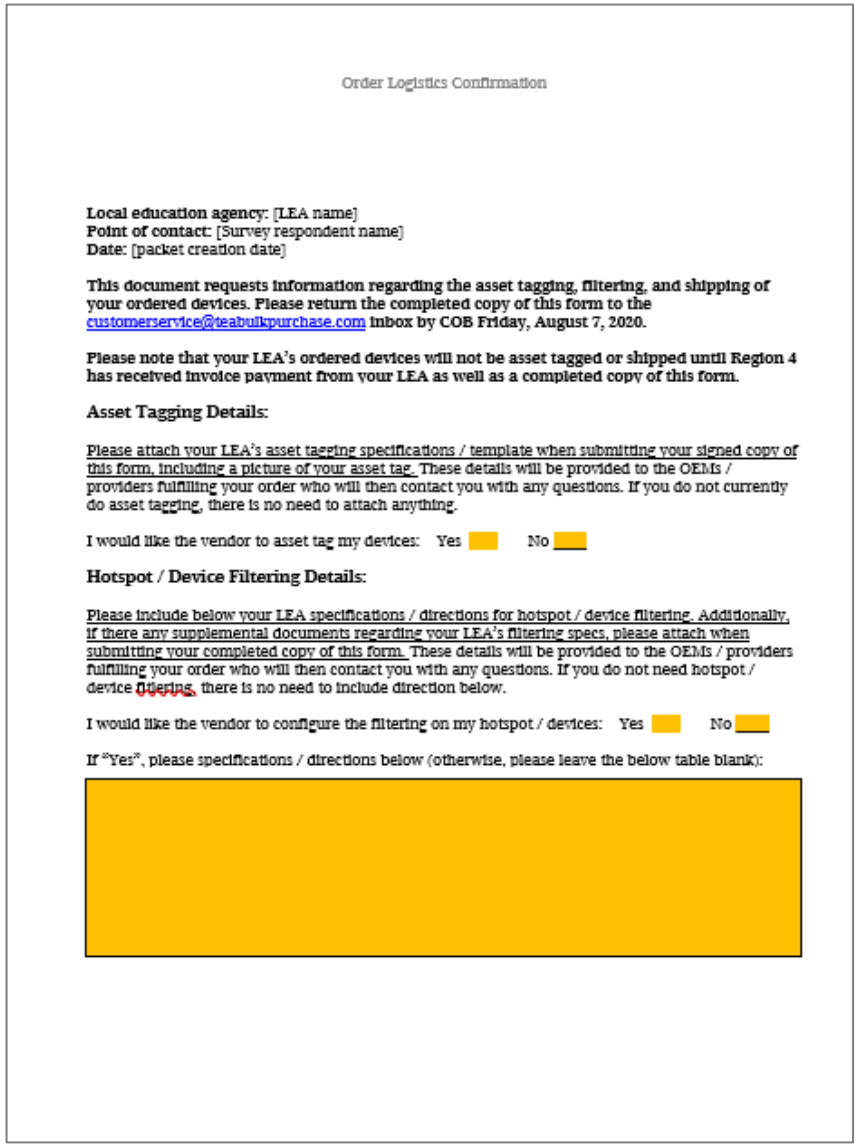
This completed form, upon execution by both parties, constitutes an amendment to the Project Connectivity Interlocal Agreement. Each party warrants that it has authority to enter into this amendment. By execution of this Additional Quantity Request Form, the LEA gives Region 4 permission to move forward with purchasing the additional quantity of hotspots and devices on the LEA's behalf.

**For LEA**

(Printed name/title) (Title)

(Signature) (Date)

# Logistics Confirmation Form



Order Logistics Confirmation

**Local education agency:** [LEA name]
**Point of contact:** [Survey respondent name]
**Date:** [packet creation date]

**This document requests information regarding the asset tagging, filtering, and shipping of your ordered devices. Please return the completed copy of this form to the customerservice@teabulkpurchase.com inbox by COB Friday, August 7, 2020.**

**Please note that your LEA's ordered devices will not be asset tagged or shipped until Region 4 has received invoice payment from your LEA as well as a completed copy of this form.**

**Asset Tagging Details:**

Please attach your LEA's asset tagging specifications / template when submitting your signed copy of this form, including a picture of your asset tag. These details will be provided to the OEMs / providers fulfilling your order who will then contact you with any questions. If you do not currently do asset tagging, there is no need to attach anything.

I would like the vendor to asset tag my devices: Yes ☐ No ☐

**Hotspot / Device Filtering Details:**

Please include below your LEA specifications / directions for hotspot / device filtering. Additionally, if there any supplemental documents regarding your LEA's filtering specs, please attach when submitting your completed copy of this form. These details will be provided to the OEMs / providers fulfilling your order who will then contact you with any questions. If you do not need hotspot / device filtering, there is no need to include direction below.

I would like the vendor to configure the filtering on my hotspot / devices: Yes ☐ No ☐

If "Yes", please specifications / directions below (otherwise, please leave the below table blank):



Order Logistics Confirmation

**Shipping Information Confirmation:**

Please confirm if the original shipping information you provided is still accurate:

| | |
|---|---|
| LEA shipping address: | |
| City: | |
| Zip code: | |
| Name of delivery receiver: | |
| Title of delivery receiver: | |
| Email of delivery receiver: | |

The above shipping information is correct: Yes ☐ No, information has changed ☐

If your LEA's shipping information has changed, please provide below (otherwise, please leave the below table blank):

| | |
|---|---|
| LEA shipping address: | |
| City: | |
| Zip code: | |
| Name of delivery receiver: | |
| Title of delivery receiver: | |
| Email of delivery receiver: | |

Please provide your delivery receiver's phone number

| | |
|---|---|
| Phone number of delivery receiver: | |

# Ongoing support to provided to LEAs through 3 primary channels



## Bulk order help desk

Email:
customerservice@teabulkorder.com



## Webinars

Webinars with internet providers, device manufacturers, ESCs, LEAs



## Supply chain updates

Email communications on supply chain updates

| **Bulk order process timeline process step** | **Date** |
|---|---|
| Region 4 distributes to LEAs key confirmation documents<br>•**Interlocal Agreement**<br>•**Additional Quantity Request Form**<br>•**Logistics Confirmation Form** | **7/29** |
| LEAs' signed the **Interlocal Agreement** and completed **Additional Quantity Request Form** due to Region 4 | **8/4** |
| Region 4 begins placing **purchase orders** with ISPs / OEMs | **8/5** |
| LEAs' completed **Logistics Confirmation Form due** to Region 4 | **8/7** |
| LEAs began receiving **order invoices** from Region 4 | **8/11** |
| LEA **payment of** order invoice due to Region 4 | **Within 3 business days of invoice date** |
| **Confirmation of payment receipt provided** to LEAs | **Upon receipt of funds** |
| **Order fulfillment details** provided to ISP/OEMs | **Upon receipt of funds** |
| Providers / OEMs **ship devices** and provide order **shipment confirmation** to LEAs | **Upon availability of devices** |
| LEAs **confirm receipt** of devices | **Upon receipt** |

| **Location/Campus** | **Chromebooks on Order** | **# of existing chromebooks** | **Total Chrome books including on order** |
|---|---|---|---|
| **HS/CTE/ROTC** | 590 | 637 | 1227 |
| **MVMS-042** | 25 | 181 | 206 |
| **Loma-043** | 30 | 215 | 245 |
| **Castroville ES -103** | 30 | 115 | 145 |
| **Lacoste ES-104** | 30 | 156 | 186 |
| **Potranco ES -105** | 0 | 174 | 174 |
| **Luckey Ranch ES -106** | 104 | 274 | 378 |
| **IMA** | 200 | | 200 |
| **District** | 618 | | 618 |
| **Total District Wide** | **1627** | **1752** | **3379** |

| Max order SES% | | | | |
|---|---|---|---|---|
| Fall of 2019 | ECO DIS | Total Learners | Devices in District | Difference C22-D23 |
| | 3628 | 5852 | 3379 | 2473 |

| Device | Quantity | Model | | Cost Per Unit | | Total Cost | | |
|---|---|---|---|---|---|---|---|---|
| chromebook | 2500 | HP 1A764UT | | 237 | | $592,500.00 | | |
| | | | | | | | | |
| HotSpot | | Annual Cost | Total Annual Cost | One Time Cost Per | Total One Time Cost | | | |
| Verizon | 400 | $180.00 | $72,000.00 | $5.00 | $2,000.00 | $74,000.00 | | |
| | | | | | Grand Total | $666,500.00 | MVISD Cost | $333,250.00 |