



2023-2024 New Career and Technical Education State Student Organizations Informal Discretionary Competition (IDC) Due 11:59 p.m. CT, February 12, 2024

NOGA ID

Authorizing legislation **Strengthening Career and Technical Education for the 21st Century Act (PL 115-224)**

This IDC application must be submitted via email to **competitivegrants@tea.texas.gov**.

The IDC application may be signed with a digital ID or it may be signed by hand. Both forms of signature are acceptable.

TEA must receive the application by **11:59 p.m. CT, February 12, 2024**.

Grant period from **March 18, 2024-August 31, 2024**

Pre-award costs permitted from **Not Permitted**

Application stamp-in date and time

Required Attachments

- 1. Excel workbook with the grant's budget schedules (linked along with this form on the TEA Grants Opportunities page)

See the Program Guidelines for for additional attachment information.

Amendment Number

Amendment number (For amendments only; enter N/A when completing this form to apply for grant funds):

Applicant Information

Organization CDN ESC UEI

Address City ZIP Vendor ID

Primary Contact Email Phone

Secondary Contact Email Phone

Certification and Incorporation

I understand that this application constitutes an offer and, if accepted by TEA or renegotiated to acceptance, will form a binding agreement. I hereby certify that the information contained in this application is, to the best of my knowledge, correct and that the organization named above has authorized me as its representative to obligate this organization in a legally binding contractual agreement. I certify that any ensuing program and activity will be conducted in accordance and compliance with all applicable federal and state laws and regulations.

I further certify my acceptance of the requirements conveyed in the following portions of the LOI application, as applicable, and that these documents are incorporated by reference as part of the LOI application and Notice of Grant Award (NOGA):

- LOI application, guidelines, and instructions
- Debarment and Suspension Certification
- General and application-specific Provisions and Assurances
- Lobbying Certification

Authorized Official Name Title

Email Phone

Signature Date

Shared Services Arrangements Shared services arrangements (SSAs) are NOT permitted for this grant.**Statutory/Program Assurances**

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

Check each of the following boxes to indicate your compliance.

- 1. The applicant provides assurance that program funds will supplement (increase the level of service), and not supplant (replace) state mandates, State Board of Education rules, and activities previously conducted with state or local funds. The applicant provides assurance that state or local funds may not be decreased or diverted for other purposes merely because of the availability of these funds. The applicant provides assurance that program services and activities to be funded from this IDC 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.
- 2. The applicant provides assurance that the application does not contain any information that would be protected by the Family Educational Rights and Privacy Act (FERPA) from general release to the public.
- 3. The applicant provides assurance to adhere to all the Statutory and TEA Program requirements as noted in the 2023-2024 New Career and Technical Education State Student Organizations Grant Program Guidelines.
- 4. The applicant provides assurance to adhere to all the Performance Measures, as noted in the 2023-2024 New Career and Technical Education State Student Organizations Grant Program Guidelines, and shall provide to TEA, upon request, any performance data necessary to assess the success of the program.
- 5. 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 TAC 206, 1 TAC Chapter 213, Federal Section 508 standards, and the WCAG 2.0 AA Accessibility Guidelines.
- 6. The applicant provides assurance to adopt and adhere to TEA CTSO oversight policy. (See *TEA CTSO Oversight Policy* posted with this RFA)
- 7. The applicant provides assurance to Agree to abide by existing TEA CTSO grant guidelines, requirements, and performance measures, including non-profit (501 c3) status.
- 8. The applicant provides assurance to agree to not duplicate any of the nine existing state CTSOs or their services.
- 9. The applicant provides assurance to accept Perkins funding up to \$27,077.

Summary of Program

Provide an overview of the program to be implemented with grant funds. Include the overall mission and specific needs of the organization. Describe how the program will address the mission and needs.

Houston ISD is looking to implement this program on a few of our campuses with functioning Culinary Arts Pathways. The Chefs/teachers are leading their kitchens with a TEKS-based curriculum developed by TEA to encourage students to pursue a career in the food service industry. If awarded, the funding will be used to implement real-world exposure in the Texas ProStart competitions through the Texas Restaurant Associations (TRA) at the local, State and, hopefully, national levels. After recording success in the culinary arts pathway, we hope to attract students from the business, marketing, finance, and the remaining hospitality and tourism sectors to compete in the management events. The National Restaurant Association Educational Foundation (NRAEF), is the parent organization of ProStart and TRA. The company's mission is to enhance industry training and education, career development, and community engagement efforts. They are providing students with restaurant-ready skills that will allow them to advance in the culinary industry's fast-growing private sector. Students will compete in timed cooking challenges in a controlled environment to simulate a fast-paced, high-value dining experience developing one-bite appetizers to three-course meals.

Qualifications and Experience for Key Personnel

Outline the required qualifications and experience for primary project personnel and any external consultants projected to be involved in the implementation and delivery of the program. Include whether the position is existing or proposed.

Title and Responsibilities of Position	Required Qualifications and Experience
Culinary Instructor/Chef	The Instructor/Chef we select to oversee the coursework and co-curricular activities will have met the Texas Education Agency's (T.E.A.) standards for a highly qualified teacher.

Goals, Objectives, and Strategies

Describe the major goals/objectives of the proposed program. What activities/strategies will be implemented to meet those goals/objectives?

The major goals and objectives of the proposed program are to take high school culinary and restaurant management to the next level by providing the full support of the Texas restaurant industry to over 240 high schools reaching over 27,000 students each year. The flagship program is Texas ProStart, an industry-based, two-year high school culinary arts and restaurant management program. They strive to connect the culinary industry and schools to ensure that teachers and students get the most from the Texas ProStart program. Providing extensive resources for educators and students at the annual Texas ProStart Invitational competition showcases students' amazing passion and dedication to this growing industry.

By being the forerunner to launch this CTSO, we will create a model for the entire State of Texas and allow students the opportunity to obtain greater Industry-based certifications (which contributes to district accountability), scholarships, and access to a growing network of professionals at the Local, State and National levels.

Performance and Evaluation Measures

Describe the performance measures identified for this program which are related to student outcomes and are consistent with the purpose of the program. Include the tools used to measure performance, as well as the processes that will be used to ensure the effectiveness of project objectives and strategies.

We are looking to use the following measurable indicators to show the program is growing and student outcomes are consistent:

- Show an increase in student enrollment into the state and national chapters of the NRAEF from year to year.
- Show an increase in participation in competitive events and community service projects in and outside the school environment.
- Show an increase in business partnerships at the state and national competitive events. Show an increase in company representatives joining the board.
- Show an increase in scholarships awarded to students from year to year.

Budget Narrative

Describe how the proposed budget will meet the needs and goals of the program, including for staffing, supplies and materials, contracts, travel, etc. If applicable, include a high-level snapshot of funds currently allocated to similar programs. Include a short narrative describing how adjustments will be made in the future to meet needs.

The budget will be used to host a Houston ISD student Invitational qualifying competition. Titled Amuse Me-Express your big idea in a small bite. Students must create an amuse-bouche appetizer for the judges. Student Invitational- hosted in May 2024 to decide who will make the competition teams for the 24-25 school year. Houston ISD has eight campuses that have culinary programs. This invitational will allow the first-year students in the culinary program to showcase their skills. It will also allow the Senior students to team up and compete in an onsite event, with the winning teams receiving scholarship money towards furthering their education after high school. Each student or team will have a chance to create a single-bite appetizer. In this category, a panel of judges will evaluate, taste, and score each entry on appearance, creativity, taste, and cleanliness/organization.

Individual Event-

The individual category students will be given a budget of \$50 to recreate a single-bite appetizer to present to the judges. Competitors will have 30 minutes to set up their station, prepare their bites, present to the (2) judges, and clean their station. The top three scorers will receive scholarship money to help cover their costs for the State meet in the spring.

Senior Team Event-

Students will recreate a one-bite appetizer with a \$150 budget, and they will prep on their home campuses and plate their dishes on-site. They must plate 50 plates for judges and invited guests. A panel of judges will evaluate the dishes with a chance for the winners to receive scholarship money for the People's Choice Awards.

People's Choice award-invited guests will scan a QR code to vote for their favorite single-bite appetizers based on a survey geared toward the competition. The scholarship winners will receive money to help pay for their continued education in a culinary arts or hospitality program after high school.

We have budget for student transportation, facility rental fee, custodian and security fees, campus ingredients, awards and scholarships.

Program Requirements

1. Describe the vision and mission of the proposed CTSO, how the proposed CTSO will support Texas CTE programs of study, the proposed level of statewide presence, and any national level affiliation.

The National Restaurant Association Educational Foundation (NRAEF) has a mission to provide industry training, educational engagement, and career development in an effort to connect high school students to a career in the restaurant and food services industry. They are creating leaders in hospitality that can transition into postsecondary careers in restaurant and military service. The organization is purpose-driven to change lives and uplift communities of all demographics in the food service and hospitality industry. Multicultural Foodservice & Hospitality Alliance (MFHA) is an affiliate of the NRAEF. The mission of MFHA is to provide solutions and guidance to the district on implementing the best practices for diverse student populations. They provide additional webinars, workshops, and toolkits.

The proposed CTSO will touch on the following programs of study:

Culinary Arts, Lodging and Resort Management, Travel, Tourism, and Attractions, Business Management, Entrepreneurship, Marketing and Sales, Architectural Design

Two competition components are offered to our students at the State and National levels: Culinary and Management. The Culinary competition will allow students in the culinary arts program of study to showcase their knowledge of the food services industry. The management competition will attract students from the lodging and resort management, travel, tourism, attractions, business management, entrepreneurship, marketing and sales, and architectural design programs of studies. This event asks the teens to develop a proposal for the next restaurant concept and present it to a panel of industry judges. Each competitive pathway has a curriculum that aligns with the TEA TEKS to ease the implementation process into a teacher's classroom. Students can earn their Food handlers and Food managers certifications, which can lead students to find employment in the food services industry. The food services industry is the 2nd largest private sector employer in the State of Texas and is projected to grow 30 % over the next few years.

Program Requirements, cont'd.

2. Describe a plan for sustainability after the first year of funding.

After year one, we will use the Perkins Grant to help fund the programs in the same manner. We hope to see each campus develop its programs using the outline set by our Milby High School campus. The instructor at this school has set the standard and will allow us to mirror the training he received from participating in the program for the past four years. The training and curriculum will prepare our students to succeed at the State level and lead to their growth outside the classroom. After year one, we are looking to double the number of students and campuses we have participating in the program by offering the same support. We will also revisit with our instructors to see if we need to make adjustments before rolling it out to future campuses.

3. Describe a plan on how they will conduct leadership activities for student membership.

Students will have several levels of elected leadership: chapter level, metro level, regional level, and state level. At each level, the students will conduct meetings, interact with local restaurant industry leaders, and attend Texas Restaurant Association events with mentoring and networking opportunities. The Texas Restaurant Association is the recognized organization charged with representing the over 55,000 restaurants and food service entities operating in Texas. The students will run meetings and their own events at each level of the organization. Students will also be connected to other chapters for development, idea sharing, and networking.

Program Requirements, cont'd.

4. Describe a plan to include leadership opportunities for student members, including positions at local, district/area, and state levels.

The Texas Restaurant and Food service Management "TRFM" CTSO will be a multilevel organization rooted in chapters located at participating high schools. Each chapter will elect a Chair, Vice Chair, Treasurer, and Secretary.

- o Chapter Level: Each participating high school will create a local chapter, and students will be elected to leadership roles defined in the Texas Restaurant and Foodservice Management "TRFM" CTSO operations manual. This local chapter will connect to their local chapter of the Texas Restaurant Association. The Texas Restaurant Association manages 23 chapters across Texas, from urban to rural, ensuring every Texas high school has a local connection to industry. Together, students will have staging (an unpaid internship test when a chef works briefly for free to gain entry into another chef's kitchen to learn and be exposed to new techniques and cuisines), paid and unpaid internships, apprenticeships, and employment opportunities. The local restaurant and industry members will be connected to the chapter to encourage mentorship and job shadowing opportunities. The TRFM CTSO chapter will hold fundraisers to support its financial needs, along with leveraging available federal and state funding sources.
- o Regional Level: The individual chapters will feed into a metro/city level chapter that houses an elected student board of directors. This board is elected by the student members across the region. The regional chapter will be supported by the local state restaurant association chapter, providing networking and internship opportunities, as well as financial and administrative support. The elected officers will be representative of the individual chapters that make up the region, ensuring that every local chapter has representation on the region's board of directors.
- o State Level: The officers elected by their peers at the state level will serve a two-year term and will meet throughout the year on Zoom and in person at the annual Texas Restaurant Show. Students will be directly linked to an industry leader who will serve as a mentor and advisor throughout their year of service. Students will choose from several leaders to ensure the best fit and alignment to their career goals. Students will also be invited to the annual ProStart Invitational, where they can network with culinary arts, barbeque, hospitality, and restaurant management students from across the state of Texas.

5. Describe a plan for how you will use resources providing recognition and scholarship opportunities for student membership.

We are looking to host an end-of-year Student Invitational- hosted in May 2024 to decide who will make the competition teams for the 2024-2025 school year. Houston ISD has eight campuses that have culinary programs. This invitational will allow the first-year students in the culinary program to showcase their skills. It will also allow the Senior students to team up and compete in an onsite event, with the winning team receiving scholarship money towards furthering their education after high school.

People's Choice award winners will have a 1st, 2nd, and 3rd place winners voted on by the invited guests. The guest will scan a QR code to vote for their favorite single-bite appetizers based on a survey geared toward the competition. The scholarship winners will receive money to help pay for their continued education in a culinary arts or hospitality program after high school.

People's choice scholarship winners up to five person team
 1st- place \$1,700 each up to five winners
 2nd-place \$1,000 each up to five winners
 3rdplace \$500 each up to five winners

Individual Event winners-The top three scorers will receive scholarship money to help cover their costs for the State meet in the spring of the upcoming calender year. Each winner will receive \$1,332.

We will also highlight the students in the Houston ISD district's internal and external communication. This will allow the community to see the challenging parts of the competitive events and the high-level rigor that our teachers teach to prepare our students for future careers.

Program Requirements, cont'd.

6. Describe a plan for how you will support local chapter efforts to increase student engagement, increase memberships, and increase inclusion of special populations CTE students.

The current state Foundation Director, Heather Pickett, and Chief of Staff, Susan Petty, for the Texas Restaurant Association, oversee all State chapters. These two have taken a grassroots approach to increasing student engagement in the program. They provide a two-year curriculum to each teacher advisor who chooses to participate in the TRA events. The curriculum includes "Classroom to Career" prerecorded videos by those in the industry. Such companies as Whataburger, Dairy, and Marriott Internationals. The curriculum each teacher receives meets the TEKS set by the State of Texas. The teachers are able to tailor the teacher resources they receive to accommodate all students in their classrooms. This flexibility helps students master the skills needed for this career pathway and increase engagement. Also, each chapter of TRFM CTSO will have a dedicated mentor group from their assigned local Texas Restaurant Association chapter. These mentors will work with the student chapters on skills, trends, field trips, special events, and experiences at industry-member restaurants and vendors. This experiential learning will foster the students' development and engagement in the industry.

7. Describe a plan for how you will demonstrate commitment to recruiting and serving special population students and non-traditional students.

The Texas Restaurant Association promotes inclusive hiring to all members. The TRA has several member restaurants that solely hire individuals with limited abilities and will connect CTSO chapter members to these restaurants for networking and additional education. Examples include HUGS Cafe and McAllen Independent School District, where the TRA led efforts for building training kitchens and programs for students with special abilities. TRA mentors will provide diversity and belonging training to all CTSO student members, in partnership with the appointed teacher club advisor, to better equip them to accommodate chapter members from special populations and non-traditional students. The content for this training already exists and can be implemented directly to all CTSOs. Finally, the restaurant industry in Texas is the 2nd largest private employer, with more than 1.4M employees (about half the population of Nevada). The industry is recognized as inclusive, with all abilities welcome.

Program Requirements, cont'd.

8. Describe a plan for how you will support statewide efforts to increase student engagement, increase memberships, and increase inclusion of special populations CTE students.

The TRA has workforce development programs for specific populations, addressing accommodations and limitations. For example, the Texas School for the Blind and Visually Impaired has long taught the Texas curriculum . They are committed to supporting workers of all abilities. Programming exists to offer students with intellectual and developmental disabilities population access to the culinary arts through modified equipment, audio programming, skills-based assessments, and access to industry-recognized certifications.

The Texas Restaurant Association is committed to supporting workers of all abilities. Programming exists to offer students with intellectual and developmental disabilities population access to the culinary arts through modified equipment, audio programming, skills-based assessments, and access to industry-recognized certifications.

Appendix I: Amendment Description and Purpose (leave this section blank when completing the initial application for funding)

An amendment must be submitted when the program plan or budget is altered for the reasons described in the "When to Amend the Application" document posted on the [Administering a Grant](#) page. The following are required to be submitted for an amendment: (1) Page 1 of the application with updated contact information and current authorized official's signature and date, (2) Appendix I with changes identified and described, (3) all updated sections of the application or budget affected by the changes identified below, and, if applicable, (4) Amended Budget Request. Amendment Instructions with more details can be found on the last tab of the budget template.

You may duplicate this page

Amended Section

Reason for Amendment

Application Part 2:

20XX-20XX Grant Title

Authorized by: Statutory Reference

IMPORTANT NOTICE: Application Part 2 (these budget pages) is not compatible with Google Docs.

Complete the supporting budget worksheets first, i.e., 6100, 6200, 6300.... The Program Budget Summary worksheet is linked to and will auto-populate with the amounts you entered on the respective supporting budget worksheets. All budgeted amounts must be entered in whole dollar amounts. **Do not enter any cents.**

On each supporting budget worksheet, complete the Total Program Costs and Total Direct Admin Costs lines. Together these lines must equal the Grand Total otherwise the field will change color to red indicating an error. These amounts will automatically populate on the Program Budget Summary worksheet.

If pre-award costs are allowable, budget all pre-award costs in the Pre-Award Cost column on the appropriate supporting budget worksheet(s).

Payroll 6100

Complete this worksheet to request payroll costs. Do not request funds for consultants or contractors on this worksheet; those funds should be requested on the Professional and Contracted Services 6200 worksheet.

Professional and Contracted Services 6200

Complete this worksheet to request professional services, consulting services, and contracted services.

Supplies and Materials 6300

Complete this worksheet to request supplies and materials.

Other Operating Costs 6400

Complete this worksheet to request other operating costs. Be sure to comply with documentation requirements, where applicable.

Capital Outlay 6600

Complete this worksheet to request capital outlay costs.

Capital outlay means funds budgeted or expended to purchase capital assets, such as equipment, or expenditures for the acquisition cost of capital assets. Capital assets are tangible or intangible assets having a useful life of more than one year, which are valued at \$5,000 or greater per unit, or the applicant's capitalization level, whichever is less. Capital outlay may include expenditures to make improvements to capital assets that materially increase their value or useful life.

Program Budget Summary

This worksheet auto-populates from the supporting budget worksheets for Program Costs, Direct Admin Costs, and Pre-award Costs, if applicable. There are only a few fields that may require input from the grantee, if applicable, such as indicating *Consolidate Administrative Funds*, *Indirect Costs*, *Shared Services Arrangement*, or the *Administrative Cost Calculation*.

Consolidate Administrative Funds - If applicable, click on the cell, then click on the arrow that appears. Select "Yes, No or N/A" from the drop down selection.

Indirect Costs - Enter the current, approved restricted or unrestricted indirect cost rate in the percentage field on line 7. Refer to the Maximum Indirect Cost Handbook to calculate the maximum indirect costs that may be claimed for the grant and enter the amount of indirect costs budgeted for this grant on line 7 under the Admin Cost column.

[Maximum Indirect Cost Workbook link.](#)

Shared Services Arrangement - If applicable, enter amount of payments to member districts on line 9.

Administrative Cost Calculation - Enter the Total Grant Amount Requested on line 10 to determine the maximum amount allowable for administrative costs, including indirect costs.

Application Part 2: 2023-2024 New Career and Technical Education Student Organizations Grant

Authorized by: Strengthening Career and Technical Education for the 21st Century Act, PL 115-224, §112(a)(2)

County District Number or vendor ID:	101912	Amendment #	0
Grant Period:	March 18, 2024 - August 31, 2024	Fund Code:	244

Program Budget Summary					
Description and Purpose		Source of Funds			
		Class/ Object Code	Program Cost	Admin Cost	Total Budgeted Cost
1	Payroll Costs	6100	\$ -	\$ -	\$ -
2	Professional and Contracted Services	6200	\$ 1,125	\$ -	\$ 1,125
3	Supplies and Materials	6300	\$ 4,650	\$ -	\$ 4,650
4	Other Operating Costs	6400	\$ 16,000	\$ -	\$ 16,000
5	Debt Services	6500	\$ -	\$ -	\$ -
6	Capital Outlay	6600	\$ -	\$ -	\$ -
Consolidate Administrative Funds				N/A	
7	Total Direct Costs:		\$ 21,775	\$ -	\$ 21,775
8	<u>Enter Percentage (%) of Indirect Costs:</u>	4.826	N/A	\$ 1,051	\$ 1,051
9	Grand Total of Budgeted Costs :		\$ 21,775	\$ 1,051	\$ 22,826
Shared Services Arrangement					
10	6493	Payments to member districts of shared services arrangements	\$ -	\$ -	\$ -
Administrative Cost Calculation					
11	Total Grant Amount Budgeted:				\$ 21,775
12	Reasonable and necessary administrative costs established for the program:				0.05
13	Maximum amount allowable for administrative costs, including indirect costs:				\$ 1,088

FOR TEA USE ONLY	
Changes on this page have been confirmed with:	On this date:
Via telephone/fax/email (circle as appropriate)	By TEA staff person:

Application Part 2: 2023-2024 New Career and Technical Education Student Organizations Grant

Authorized by: Strengthening Career and Technical Education for the 21st Century Act, PL 115-224, §112(a)(2)

County District Number or Vendor ID:		101912 Amendment # (for amendments only):	
Payroll Costs (6100)			
Employee Position Title	Estimated # of Positions 100% Grant Funded	Estimated # of Positions Less than 100% Grant Funded	Grant Amount Budgeted
Academic/Instructional			
1 Teacher			
2 Educational Aide			\$ -
3 Tutor			\$ -
Program Management and Administration			
4 Project Director			\$ -
5 Project Coordinator			\$ -
6 Teacher Facilitator			\$ -
7 Teacher Supervisor			\$ -
8 Secretary/Admin Assistant			\$ -
9 Data Entry Clerk			\$ -
10 Grant Accountant/Bookkeeper			\$ -
11 Evaluator/Evaluation Specialist			\$ -
Auxiliary			
12 Counselor			\$ -
13 Social Worker			
14 Community Liaison/Parent Coordinator			\$ -
Education Service Center (to be completed by ESC only when ESC is the applicant)			
15 ESC Specialist/Consultant			\$ -
16 ESC Coordinator/Manager/Supervisor			\$ -
17 ESC Support Staff			\$ -
18 0			\$ -
19 ESC Other: (Enter position title here)			\$ -
20 ESC Other: (Enter position title here)			\$ -
Other Employee Positions			
21 (Enter position title here)			\$ -
22 (Enter position title here)			\$ -
23	Subtotal Employee Costs:		\$ -
Substitute, Extra-Duty Pay, Benefits Costs			
24 6112 - Substitute Pay			\$ -
25 6119 - Professional Staff Extra-Duty Pay			\$ -
26 6121 - Support Staff Extra-Duty Pay			\$ -
27 6140 - Employee Benefits			\$ -
28 61XX - Tuition Remission (IHEs only)			\$ -
29	Subtotal Substitute, Extra-Duty Pay, Benefits Costs:		\$ -
30	Grand Total:		\$ -
31	Total Program Costs*:		\$ -
32	Total Direct Admin Costs*:		\$ -
<p>*Complete the Total Program Costs (line 31) and Total Direct Admin Costs (line 32) lines. The sum of these lines must equal the Grand Total (line 30) otherwise the field will change color to red indicating an error. These amounts will automatically populate on the Program Budget Summary worksheet.</p>			

[For budgeting assistance, see the Allowable Cost and Budgeting Guidance section of the Grants Administration Division Administering a Grant page.](#)

FOR TEA USE ONLY	
Changes on this page have been confirmed with:	On this date:
Via telephone/fax/email (circle as appropriate):	By TEA staff person:

Application Part 2: 2023-2024 New Career and Technical Education Student Organizations Grant

Authorized by: Strengthening Career and Technical Education for the 21st Century Act, PL 115-224, §112(a)(2)

County District Number or Vendor ID: 101912 Amendment #: 0

Professional and Contracted Services (6200)

NOTE: Specifying an individual vendor in a grant application does not meet the applicable requirements for sole-source providers. TEA's approval of such grant applications does not constitute approval of a sole-source provider. Please provide a brief description for the service and purpose.

Description of Service and Purpose		Grant Amount Budgeted
1	6269 - Rental or lease of buildings, space in buildings, or land Rental of cafeteria space	\$ 740
2	Service: Custodial services Specify purpose: To clean up during and after the event	\$ 140
3	Service: Security Officer Specify purpose: To monitor the event for 7 hours	\$ 245
4	Service: Specify purpose:	\$ -
5	Service: Specify purpose:	\$ -
6	Service: Specify purpose:	\$ -
7	Service: Specify purpose:	\$ -
8	Service: Specify purpose:	\$ -
9	Subtotal of professional and contracted services requiring specific approval:	\$ 1,125
10	Remaining 6200 - Professional and contracted services that do not require specific approval.	\$ -
11	Grand Total:	\$ 1,125
12	Total Program Costs*:	\$ 1,125
13	Total Direct Admin Costs*:	\$ -

***Complete the Total Program Costs (line 12) and Total Direct Admin Costs (line 13) lines. The sum of these lines must equal the Grand Total (line 11) otherwise the field will change color to red indicating an error. These amounts will automatically populate on the Program Budget Summary worksheet.**

FOR TEA USE ONLY

Changes on this page have been confirmed with:	On this date:
Via telephone/fax/email (circle as appropriate)	By TEA staff person:

Application Part 2: 2023-2024 New Career and Technical Education Student Organizations Grant

Authorized by: Strengthening Career and Technical Education for the 21st Century Act, PL 115-224, §112(a)(2)

County District Number or Vendor ID: 101912		Amendment #: 0	
Supplies and Materials (6300)			
Expense Item Description		Grant Amount Budgeted	
1	Remaining 6300 - Supplies and materials that do not require specific approval:	\$	4,650
2	Grand Total:	\$	4,650
3	Total Program Costs*:	\$	4,650
4	Total Direct Admin Costs*:	\$	-

***Complete the Total Program Costs (line 3) and Total Direct Admin Costs (line 4) lines. The sum of these lines must equal the Grand Total (line 2) otherwise the field will change color to red indicating an error. These amounts will automatically populate on the Program Budget Summary worksheet.**

FOR TEA USE ONLY

Changes on this page have been confirmed with:

On this date:

Via telephone/fax/email (circle as appropriate):

By TEA staff person:

Application Part 2: 2023-2024 New Career and Technical Education Student Organizations Grant

Authorized by: Strengthening Career and Technical Education for the 21st Century Act, PL 115-224, §112(a)(2)

County District Number or Vendor ID: 101912		Amendment #: 0	
Other Operating Costs (6400)			
Expense Item Description		Grant Amount Budgeted	
1	6411 - Out-of-state travel for employees. Must be allowable per Program Guidelines and grantee must keep documentation locally.	\$	-
2	6412 - Travel for students to conferences (does not include field trips). Requires pre-authorization in writing.		
	Travel from the students home campuses to main site.	\$	1,600
3	6412/6494 - Educational Field Trip(s). Must be allowable per Program Guidelines, and grantee must keep documentation locally.	\$	-
4	6413 - Stipends for non-employees other than those included in 6419.	\$	14,400
5	6419 - Non-employee costs for conferences. Requires pre-authorization in writing.	\$	-
6	6411/6419 - Travel costs for officials such as Executive Director, Superintendent, or Local Board Members. Allowable only when such costs are directly related to the grant. Must be allowable per Program Guidelines and grantee must keep out-of-state travel documentation locally.	\$	-
7	6495 - Cost of membership in civic or community organizations. (Enter name and purpose of organization)	\$	-
8	64XX - Hosting conferences for non-employees. Must be allowable per Program Guidelines, and grantee must keep documentation locally.	\$	-
9	Subtotal of other operating costs (6400) requiring specific approval:	\$	16,000
10	Remaining 6400 - Other operating costs that do not require specific approval.	\$	-
11	Grand Total:	\$	16,000
12	Total Program Costs*:	\$	16,000
13	Total Direct Admin Costs*:	\$	-

***Complete the Total Program Costs (line 12) and Total Direct Admin Costs (line 13) lines. The sum of these lines must equal the Grand Total (line 11); otherwise, the field will change color to red to indicate an error. These amounts will automatically populate on the Budget Summary worksheet.**

Forms to seek approval or document intent for applicable activities listed above are available on TEA's [Forms for Prior Approval, Disclosure, and Justification](#) page.

In-state travel for employees does not require specific approval.

FOR TEA USE ONLY	
Changes on this page have been confirmed with:	On this date:
Via telephone/email (list as appropriate):	By TEA staff person:

Application Part 2: 2023-2024 New Career and Technical Education Student Organizations Grant

Authorized by: Strengthening Career and Technical Education for the 21st Century Act, PL 115-224, §112(a)(2)

County District Number or Vendor ID:	101912	Amendment #:	0
--------------------------------------	--------	--------------	---

Debt Service (6500)

NOTE: Use this schedule to budget funds to retire debt principal on lease liabilities with terms greater than 12 months and to pay interest accrued on those leases. In Part 2, please provide a brief description of each item included in 6514/6512 (Principal Costs) and why it is necessary for successful implementation of the grant program.

Expense Item Description	Grant Amount Budgeted	Pre-Award
--------------------------	-----------------------	-----------

Part 1: Lease Liabilities with Terms Greater Than 12 Months

1	6514 - Subscription-based Information Technology Arrangement Liability - Principal Costs	\$ -	\$ -
2	6526 - Subscription-based Information Technology Arrangement Liability - Interest Costs	\$ -	\$ -
3	6512 - Capital Lease Liability - Principal Costs	\$ -	\$ -
4	6522 - Capital Lease Liability - Interest Costs	\$ -	\$ -
5	6523 - Interest on Debt Costs	\$ -	\$ -
6	Grand Total (sum of all lines):	\$ -	\$ -
7	Total Program Costs*:	\$ -	
8	Total Direct Admin Costs*:	\$ -	

*Complete the Total Program Costs (line 7) and Total Direct Admin Costs (line 8) lines. The sum of these lines must equal the Grand Total (line 6); otherwise, the field will change color to red to indicate an error. These amounts will automatically populate on the Program Budget Summary worksheet.

Part 2: Description of Subscription or Property with Justification

Subscription/Property and Justification	Contract Start Date (for full term of contract)	Contract End Date (for full term of contract)	Property Value (total Principal Cost for full term of contract)
9 (Enter description of subscription (6514) or property being leased (6512) and provide justification of grant relevance)			\$ -
10 (Enter description of subscription (6514) or property being leased (6512) and provide justification of grant relevance)			\$ -
11 (Enter description of subscription (6514) or property being leased (6512) and provide justification of grant relevance)			\$ -
12 (Enter description of subscription (6514) or property being leased (6512) and provide justification of grant relevance)			\$ -
13	Property Value Total (sum of all lines)**:		\$ -

**The sum of lines 9-12 must equal the sum of the principal costs in Part 1, including 6514 (Line 1) and 6512 (Line 3); otherwise, the field will change color to red to indicate an error. Contract dates must indicate a period greater than 12 months.

FOR TEA USE ONLY

Changes on this page have been confirmed with:	On this date:
Via telephone/email (select as appropriate):	By TEA staff person:

Application Part 2: 2023-2024 New Career and Technical Education Student Organizations Grant

Authorized by: Strengthening Career and Technical Education for the 21st Century Act, PL 115-224, §112(a)(2)

County District Number or Vendor ID:		101912	Amendment #:		0
Capital Outlay (6600)					
Description and Purpose		Quantity	Unit Cost	Grant Amount Budgeted	
6669 - Library Books and Media (capitalized and controlled by library)					
1		N/A	N/A	\$	-
66XX - Computing Devices, capitalized					
2	(Enter description and brief purpose)	0	\$ -	\$	-
3			\$ -	\$	-
4			\$ -	\$	-
5			\$ -	\$	-
6			\$ -	\$	-
7			\$ -	\$	-
8			\$ -	\$	-
9			\$ -	\$	-
66XX - Software, capitalized					
10	(Enter description and brief purpose)		\$ -	\$	-
11			\$ -	\$	-
12			\$ -	\$	-
66XX - Equipment, furniture, or vehicles					
13	(Enter description and brief purpose)		\$ -	\$	-
14			\$ -	\$	-
15			\$ -	\$	-
66XX - Capital expenditures for additions, improvements, or modifications to capital assets that materially increase their value or useful life (not ordinary repairs and maintenance)					
16	(Enter description and brief purpose)			\$	-
17	Grand Total (sum of all lines):			\$	-
18	Total Program Costs*:			\$	-
19	Total Direct Admin Costs*:			\$	-
<p>*Complete the Total Program Costs (line 18) and Total Direct Admin Costs (line 19) lines. The sum of these lines must equal the Grand Total (line 17) otherwise the field will change color to red indicating an error. These amounts will automatically populate on the Program Budget Summary worksheet.</p>					

FOR TEA USE ONLY

Changes on this page have been confirmed with:	On this date:
Via telephone/fax/email (circle as appropriate)	By TEA staff person:



February 7, 2024

Texas Education Agency
1701 N. Congress Avenue
Austin, TX 78701

RE: Letter of Support - New CTSO Grant

To Whom It May Concern:

The Texas Restaurant Association and Texas Restaurant Foundation support Houston Independent School District's (Houston ISD) 2023-24 New Career and Technical Education Student Organizations (CTSO) Grant.

As the largest school district in Texas and the seventh largest in the United States, Houston ISD educates more than 190,000 students every day. Their diverse student population comes from a majority of under-served and historically under-represented communities. The overall mission of the district is to educate the whole child equitably so that every student graduates with the tools to reach their full potential.

The Texas Restaurant Foundation's flagship program is Texas ProStart, the leading career and technical education program for the foodservice industry. Currently, over 27,000 students are enrolled in Texas ProStart in over 250 high schools across the state. We have witnessed firsthand not only the incredible skills and confidence that students acquire from this program, but also the demand for more resources to connect students with invaluable opportunities in the foodservice industry. Unfortunately, not all Texas high schools have these industry specific CTE classes, and while we cannot solve for that today, we can create an opportunity for all students across Texas with interest in the culinary arts and hospitality management to participate in an industry supported restaurant and foodservice management CTSO.

Creating a Texas Restaurant and Foodservice Management "TRFM" CTSO will enable more students to benefit from hands-on experience in the foodservice industry, whether or not the Texas ProStart curriculum or another program is in their school. TRFM CTSO students will learn not only foundational knowledge about the foodservice industry, but also they will acquire practical skills that are essential to any job—communication, teamwork, leadership, professionalism and time management. TRFM CTSO students will also benefit from the direction of a mentor from local industry leaders, setting this program apart from others. Mentors will help students connect their educational experience and their future career, creating new and exciting opportunities for Houston ISD students.

Please accept this letter of support for Houston ISD to add the Texas Restaurant and Foodservice Management "TRFM" CTSO as a new Career and Technical Education Student Organization for the 2024-2025 school year.

Sincerely,

Emily Williams Knight
President & CEO
Texas Restaurant Association

Heather Pickett
Foundation Director
Texas Restaurant Foundation

Texas Education Agency
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—
Lower-Tier Covered Transactions

“Non-federal entities and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.”(2 CFR 200.212)

This certification is required by US Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, for all lower-tier transactions meeting the threshold and tier requirements. (2 CFR 3485.220)

Terms defined: As used in these Provisions and Assurances

- *Nonprocurement Transaction:* A transaction under federal non-procurement programs, which can be either a primary covered transaction or a lower-tier covered transaction. (2 CFR 180.970)
 - *Lower-Tier Covered Transaction:* (1) Any transaction between a participant and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; (2) any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed \$25,000; (3) any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount
 - *Participant:* Any person who submits a proposal for or who enters into a covered transaction, including an agent or representative of a participant. (2 CFR 180.980)
 - *Principal:* An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or a consultant or other person, whether or not employed by the participant or paid with federal funds, who (1) is in a position to handle federal funds; (2) is in a position to influence or control the use of those funds; or (3) occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction. (2 CFR 180.995)
 - *System for Award Management (SAM) Exclusions:* The list maintained and disseminated by the General Services Administration (GSA) containing names and other information about persons who are ineligible. (2 CFR 180.945)
 - *Debarment:* Action taken by a debarring official to exclude a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1). A person so excluded is debarred. (2 CFR 180.925)
 - *Suspension:* Action taken by a suspending official that immediately prohibits a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1) for a temporary period, pending completion of an agency investigation and any judicial or administrative proceedings that may ensue. A person so excluded is suspended. (2 CFR 180.1015)
 - *Ineligible or Ineligibility:* A person or commodity is prohibited from covered transactions because of an exclusion or disqualification. (2 CFR 180.960)
 - *Person:* Any individual, corporation, partnership, association, unit of government, or legal entity, however organized. (2 CFR 180.985)
 - *Proposal:* A solicited or unsolicited bid, application, request, invitation to consider, or similar communication by or on behalf of a person seeking to participate or to receive a benefit, directly or indirectly, in or under a covered transaction
 - *Voluntary Exclusion:* A person's agreement to be excluded under the terms of a settlement between the person and one or more agencies. Voluntary exclusion must have governmentwide effect. (2 CFR 180.1020)
 - *Voluntarily Excluded:* The status of a person who has agreed to a voluntary exclusion. (2 CFR 180.1020)
1. By signing or certifying and submitting this application, the prospective lower-tier participant is providing the certification set out below.
 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Texas Education Agency
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—
Lower-Tier Covered Transactions

3. The prospective lower-tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction, debarred, suspended, ineligible, lower-tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower-tier participant agrees by signing or certifying and submitting this application that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower-tier participant further agrees by signing or certifying and submitting this application that it will include the clause titled *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower-Tier Covered Transactions*, without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the non-procurement list.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower-Tier Covered Transactions

1. The prospective lower-tier participant certifies, by signing or certifying and submitting this application, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Revised 02/19/2019

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

**Texas Education Agency
Lobbying Certification**

Required for all federal grants greater than \$100,000.

Submission of this certification covers all federal programs in this application, is required by the US Department of Education and Section 1352, Title 31, of the United States Code, and is a prerequisite for making or entering into a subaward over \$100,000 with any organization.

The applicant by signing or certifying and submitting this application, states to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or 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 making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.
2. If any funds other than federally 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 of Lobbying Activities," in accordance with its instructions.
3. The applicant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants when allowed by statute, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact on which the US Department of Education and the Texas Education Agency relied when they made or entered into this grant or contract. Any organization that fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Revised 5/28/2015

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

**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

**Texas Education Agency
General Provisions and Assurances**

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

**Texas Education Agency
General Provisions and Assurances**

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

**Texas Education Agency
General Provisions and Assurances**

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

**Texas Education Agency
General Provisions and Assurances**

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

Texas Education Agency
General Provisions and Assurances

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.

Texas Education Agency
General Provisions and Assurances

- 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).

Texas Education Agency
General Provisions and Assurances

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:

Texas Education Agency
General Provisions and Assurances

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

**Texas Education Agency
General Provisions and Assurances**

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

**Texas Education Agency
General Provisions and Assurances**

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.