

**NOTICE OF MEETING OF THE BOARD OF TRUSTEES OF  
HARRIS COUNTY DEPARTMENT OF EDUCATION**

Notice is hereby given that a meeting of the Board of Trustees of Harris County Department of Education will be held on the **20th day of November 2019 at 1:00 p.m.** for the Board to conduct the business of that meeting. The meeting will be held in the Board Room of the Administration Building, 6300 Irvington Boulevard, Houston Texas. Such a meeting is a **REGULAR BOARD MEETING**.

The subjects to be discussed or considered or upon which any formal action might be taken are on the Agenda following.

Additionally, from time to time an issue will be raised concerning an item on our agenda that had not been anticipated. The issue, while within the scope of the agenda topic, may be one that is required or authorized by law to be considered in executive session rather than in public session. In order for the Board to consider such issue in executive session, rather than postpone consideration of it until the next board meeting, the Board lists below most if not all be all of the sections of the Open Meetings Act that address the purposes for which the Board may lawfully meet in executive/closed session. The Board's purpose is not to meet in executive session to consider matters not on the agenda for the meeting. Instead, its purpose is to efficiently and timely conduct its business in accordance with the law.

Therefore, if, during the course of the meeting on agenda items covered by this Notice, the Board should determine that a closed or executive meeting or session of the Board should be held or is required in relation to any item included in this notice, then such closed or executive meeting or session as authorized by Section 551.001 et seq. of the Texas Government Code (the Open Meetings Act) will be held by the Board at the date, hour, and place given in this notice or as soon after the commencement of the meeting covered by this notice as the Board may conveniently meet in such closed or executive meeting or session concerning any and all subjects and purposes authorized by Sections 551.071-551.084, inclusive, of the Open Meetings Act, including, but not limited to:

- Section 551.071 For the purpose of a private consultation with the Board's attorney on any or all subjects matters authorized by law.*
- Section 551.072 For the purpose of discussing the purchase, exchange, lease or value of real property.*
- Section 551.073 For the purpose of considering a negotiated contract for a prospective gift or donation.*
- Section 551.074 For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.*
- Section 551.076 To consider the deployment, or specific occasions for implementation of security personnel or devices.*
- Section 551.082 For the purpose of considering discipline of a public school child or children or to hear a complaint by an employee against another employee if the complaint or charge directly results in a need for a hearing.*
- Section 551.083 For the purpose of considering the standards, guidelines, terms or conditions the Board will follow, or instruct its representatives to follow, in consultation with representatives of employee groups in connection with consultation agreements provided for by Section 13.901 of the Texas Education Code.*
- Section 551.084 For the purpose of excluding witness or witnesses from a hearing during examination of another witness.*

Should any final action, final decision, or final vote be required in the opinion of the Board with regard to any matter considered in such closed or executive session, then such final action, final decision, or final vote shall be at either: a) the open meeting covered by this notice upon the reconvening of this public meeting, or b) at a subsequent public meeting of the Board upon notice thereof, as the Board shall determine.

*James Colbert, Jr., County School Superintendent*



**The Board of Trustees  
November 20, 2019  
Agenda of Regular Meeting**

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A Regular Meeting of the Board of Trustees of Harris County Department of Education will be held November 20, 2019, beginning at 1:00 p.m. in the Board Room of the Administration Building, 6300 Irvington Boulevard, Houston Texas.

The subjects to be discussed or considered or upon which any formal action may be taken are as listed below. Items do not have to be taken in the order shown on this meeting notice.

Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

1. **Invocation** - Dennis Calloway, Safe and Secure Schools
2. **Pledge of Allegiance to the US flag** - Yi Ren, Research and Evaluation Institute
3. **Pledge of Allegiance to the Texas flag** - Yi Ren, Research and Evaluation Institute
4. **Open Forum** - Gov't Code 551.003 (5) - Public Participation. Pursuant to Policy BED (Local), a citizen who wishes to speak may do so by completing a participation request card available at the Board room at least 10 minutes prior to a regular Board meeting.
5. **Reports and presentations:**
  - A. **Presentation of 2020 Texas Association of School Business Officials (TASBO) Award of Merit for Purchasing Operations** - Dr. Jesus Amezcua, Assistant Superintendent for Business Services.
  - B. **Announcement of award from the Government Finance Officers Association (GFOA) for the 2018 Comprehensive Annual Financial Report (CAFR)** - Jesus Amezcua, Assistant Superintendent for Business Services
  - C. **Announcement of awards from the Government Finance Officers Association (GFOA) for the HCDE 2018 Popular Annual Financial Report (PAFR)** - Jesus Amezcua, Assistant Superintendent for Business Services
  - D. **Annual Update from Center for Safe and Secure Schools** - Julia Andrews, Director
  - E. **Annual Update from the Research and Evaluation Institute** - Darlene Breaux, Director
  - F. **Superintendent Monthly Report** - James Colbert, Jr.
  - G. **Report of the Board Feasibility Subcommittee** - Don Sumners



- H. **Other reports from Board members** concerning attendance or participation in a board or HCDE-related conference, event, activity, or committee; accolades for an HCDE staff member or other deserving person.
- I. **Monthly Financial Reports through 10/31/2019** - Jesus Amezcua, Assistant Superintendent for Business Services

6. **ACTION ITEMS - CONSENSUS**

A. Consider approval of the following Business Services items:

- 1. Monthly Budget Amendment Report 101
- 2. October Disbursement Report 113
- 3. Monthly Investment Report for October 2019 202

B. Consider approval of the following Board Meeting Minutes:

- 1. 10-16-2019 Regular Board Meeting
- 2. 10-16-2019 Feasibility Committee Meeting 222

C. Consider ratification/approval of the following Interlocal Contracts:

- 1. **Interlocal (expenditure) contract for FY 2020 CASE for Kids 21st Century Community Learning Center(s) Cycle 10, Year 2, in the aggregate amount of \$1,135,500 with the following entities:**Galena Park Independent School District in the amount of \$388,500 (330 students served), Sheldon Independent School District in the amount of \$373,500 (280 students served), Southwest Schools Charter School in the amount of \$129,500 (110 students served), Raul Yzaguirre Schools for Success Charter School in the amount of \$122,000 (85 students served), and Baker Ripley Promise School Charter in the amount of \$122,000 (85 students served). 224
- 2. **Interlocal (expenditure) contract for FY 2020 CASE for Kids 21st Century Community Learning Center(s) Cycle 9, Year 4, in the aggregate amount of \$833,856 with the following entities:**Aldine Independent School District in the amount of \$138,976.00 (82 students served), Clear Creek Independent School District in the amount of \$138,976.00 (82 students served), Galena Park Independent School District in the amount of \$138,976.00 (82 students served), Pasadena Independent School District in the amount of \$138,976.00 (82 students served), Southwest Schools Charter School in the amount of \$138,976.00 (82 students served), and Spring Independent School District in the amount of \$138,976.00 (82 students served). 405
- 3. **Interlocal (expenditure) contracts for FY 2020 CASE for Kids Partnership grant, in the aggregate amount of \$213,787 with the following entities:**Academy of Accelerated Learning (Charter) in the amount of \$60,000, and Alief Independent School District in the amount of \$153,787. 587

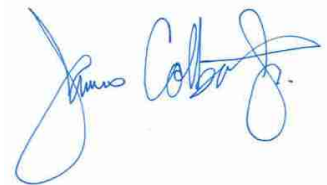
D. Consider approval of the following items for the HCDE Choice Partners Cooperative:

1. **Contract renewal option for job no. 18/015KC for Office Furniture and Related Items with the following vendors:** Carroll's Discount Office Furniture (#18/015KC-01); Stylex, Inc. (#18/015KC-05), and Velocity Office Products, LLC dba Velocity Business Products (#18/015KC-06) for the period 01/24/2020 through 01/23/2021. 619
2. **Contract award for job no. 19/061KC Fleet Leasing & Management Services with the following vendors:** Commercial Vehicle Leasing, LP dba D&M Leasing Commercial (#19/061KC-01), and Enterprise Fleet Management, Inc. dba Enterprise FM Trust (#19/061KC-02) for the period 11/20/2019 through 11/19/2020. 623
3. **Contract award for job no. 19/062TP Vending Machines and Service for Beverages and Snacks with the following vendor:** Fresh Brew Group USA, LP (19/062TP-01) for the period of 11/20/2019 through 11/19/2020. 653
4. **Contract Amendment #1 with Avaya, Inc. job no. 18/056KD-05 for Technology, Hardware, Software and Service** for the period of 11/20/2019 through 09/18/2022 (or on the final renewal date). 667
5. **HCDE Interlocal Agreements with:** Del Valle Independent School District (ISD), Del Valle, Texas; Quitman ISD, Quitman, Texas, and Fruitvale ISD, Fruitvale, Texas. 671
- E. Consider approval of the following item for Internal Purchasing:
  1. **Contract award for job no. 20/012IA - Contracted Services for The Teaching and Learning Center to the proposers offering the best value to HCDE** and meeting the specifications outlined in the proposal: Coaching Consultants Team, Grow Minds Consulting, LLC, Houston E. A. Foundation, Infinite Solutions Enterprises, MIND Research Institute, New Teacher Center, Premiere Speakers Bureau, Proactive Thought Leaders, LLC, Solution Tree, Inc., Sterling Staffing Solutions (Maceo Carter Invest, LLC), Teaching Strategies, LLC and Yamp Records, LLC for the period of 12/01/2019 through 11/30/2024 (subject to annual appropriations of funding). 689
- F. Consider approval of the following Revenue Agreements:
  1. **Ratification of Interlocal (revenue) contract between The Teaching and Learning Center and Houston ISD** for Professional Training for the period of 10/18/2019 through 05/29/2020 in the amount of \$50,000. 705
  2. **Interlocal (revenue) contract for FY 2020 in the aggregate amount of \$80,392 with Highpoint School East with the following districts:** Spring Branch ISD for eight (8) in-county annual contracts in the amount of \$80,392 (\$10,049 each) for the contract period of 8/26/19 through 06/05/20. 711
  3. **Interlocal (revenue) contract for FY 2020 in the aggregate amount of \$412,100 with Academic and Behavior School East with the following districts:** Crosby ISD for four (4) in-county annual contracts in the amount of \$82,420 (\$20,605 each); Dayton ISD for Dayton (8) in-county annual contracts in the amount of \$164,840 (\$20,605 each); Pearland ISD for eight (8) in-county annual contracts in the amount of \$164,840 (\$20,605 each); for the contract period of 8/26/19 through 06/05/20. 715

## 7. ACTION ITEMS - NON-CONSENSUS

- A. **Report concerning Education Foundation of Harris County, including plan to phase-out funding to the EFHC** (item requested by the Board of Trustees at its October 16, 2019 meeting).
- B. **Consider prohibition of the use of any HCDE resources in support of the Harris County Educational Foundation including but not limited to** the expenditure of money, the preparation of Foundation reports, submission of application for or implementation of Foundation grants, or a HCDE employee serving the Foundation in any official or advisory capacity. A HCDE employee may be designated as a Foundation liaison solely for the purpose of receiving information on Foundation activities (item tabled from October 16, 2019 meeting) (original agenda item requested by Josh Flynn).
- C. **Discussion and possible action regarding HCDE providing funding to the Education Foundation of Harris County in support of scholarships, sponsorships, and grants to Harris County school districts** (item tabled from October 16, 2019 meeting).
- D. **Consider approval to amend CH Local FY 20 expenditure approval list** to add Quality Security Systems (job no. 15/037JN-07) in the expenditure amount of \$300,000 for monitoring and maintenance. 725
- E. **Consider approval of contract for the replacement of the flooring in the Conference Center at HCDE 6300 Irvington** with Tarkett USA, Inc. (job no. 17/020CG-15) in the total amount of \$66,574.74. 726
- F. **Consider approval of amendment (Amendment 1) to Interlocal Contract (Revenue Contract) between Harris County Department of Education and Stafford MSD** to increase the scope of services and the compensation by an additional not-to-exceed amount of \$90,000. 761
- G. **Consider approval of 1.0 full-time equivalent (FTE) Occupational Therapist position and 1.0 FTE Compliance and Technical Support Officer** position to be shared by Academic and Behavior School East and Academic and Behavior School West. 765
- H. **Consider approval of the HCDE Early Head Start and Head Start School Readiness Goals** for the 2019-20 school year. 770
- I. **Consider approval of a 36-month lease for copier services with Xerox Business Solutions Southwest** (Choice Partners #16/046KC-01) beginning on 12/01/19 for a monthly amount not to exceed \$4,613.04, plus copies. This is a decrease from previous copier lease. 773
- J. **Consider approval of payment-in-lieu-of-tax agreement with Seaboard International, Inc. (Seaboard)** and approval of letter of non-opposition to the application for a Foreign Trade Zone Usage-Driven Site Application. 812
- K. **Consider approval of the Service Agreement, with Julie Smith (RFP #15/056KJ) to provide disability consulting services to the HCDE Head Start - Early Head Start, and EHS Child Care Partnerships sites** for the period of 01/01/2020 through 12/31/2020 in the aggregate amount of \$65,000 (\$50,000 for Head Start and \$15,000 for Early Head Start - CCP) (fully funded by Head Start funds). 821
- L. **Discussion and possible action to fill vacant HCDE Trustee seat(s)** (agenda item requested by Josh Flynn).

- M. **Consider possible revisions to Policy BE (Local) regarding submission of agenda items by trustees (agenda item requested by Josh Flynn).**
8. **EXECUTIVE SESSION** Under the Texas Government Code pursuant to any and all purposes permitted by Sections 551.001-551.084, including, but not limited to: 551.071; 551.074
- A. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of HCDE employees, including, but not limited to, evaluation of Superintendent.
9. **RECONVENE** for possible action on items discussed in executive session
10. **INFORMATION ITEMS**
- A. **Human Resources Information Items** 843
- B. **October 2019 Employee Count** 845
- C. **Submission of grant proposal to Nordstrom Cares in the amount of \$6,000 via Education Foundation of Harris County** to support CASE for Kids' CASE Debates program. Requested funds will provide debate opportunities for 150-300 high school students in the Harris County area. 846
- D. **Submission of grant proposal to National Security Agency and National Science Foundation in the amount of \$51,271.72** to support Teaching and Learning Center-Digital Education & Innovation's iDefend GenCyber Camp, which will train 25 high school teachers in cybersecurity principles. 848
- E. **HCDE Head Start USDA Meal Totals for the months of August and September 2019;** this information was derived from the free standing campuses, as well as those that are a part of a multi-service center. It is the count of the students' attendance, breakfasts, lunches, and PM snacks. 855
- F. **Center for Grants Development submitted a request for \$50,799 to State Farm** to support the Center for Safe and Secure Schools' (CSSS) Restoring School Culture Program. 858
- G. **HCDE Head Start Performance Report for the Month of September 2019** 860
11. **ADJOURN** - Next regular meeting is scheduled for Wednesday, December 18, 2019, Board Room, 6300 Irvington Blvd., Houston, Texas, 77022, at 1:00 p.m.



James Colbert, Jr.  
County School Superintendent

**Regular Board Meeting****5.A.****Meeting Date:** November 20, 2019**Title:** TASBO Award of Merit FY20**Submitted For:** Bill Monroe, Purchasing**Submitted By:** Kendra Jackson**Additional Resource Personnel:** Dr. Jesus Amezcua, Bill Monroe

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**Information****Posted Agenda Item:****Presentation of 2020 Texas Association of School Business Officials (TASBO) Award of Merit for Purchasing Operations** - Dr. Jesus Amezcua, Assistant Superintendent for Business Services.**Subject:****TASBO Award of Merit for Purchasing Operations****Rationale:**

Presentation of 2020 TASBO Award of Merit for Purchasing Operations - Dr. Jesus Amezcua, Assistant Superintendent for Business Services.

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**Attachments***No file(s) attached.*

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**Form Review****Inbox**

Purchasing

Form Started By: Kendra Jackson

Final Approval Date: 10/17/2019

**Reviewed By**

Bill Monroe

**Date**

10/17/2019 10:56 AM

Started On: 10/17/2019 10:36 AM

**Regular Board Meeting****5.B.****Meeting Date:** November 20, 2019**Title:** Announcement of Certificate of Achievement Award for CAFR by GFOA**Submitted For:** Jaime Martinez, Business Office**Submitted By:** Jaime Martinez**Recommended Action:** Approve**HCDE Goal(s):**  
1. Impact education/respond to evolving needs  
4. Provide cost savings by leveraging tax dollars**Additional Resource Personnel:** Stephanie Wright**Facilities/Technology** None**Approval Needed?:**

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**Information****Posted Agenda Item:****Announcement of award from the Government Finance Officers Association (GFOA) for the 2018 Comprehensive Annual Financial Report (CAFR)** - Jesus Amezcua, Assistant Superintendent for Business Services**Subject:****Announcement of award from the Government Finance Officers Association (GFOA)** for the 2018 Comprehensive Annual Financial Report (CAFR)**Rationale:**

HCDE has been awarded the 2018 Certificate of Achievement for Excellence in Financial Reporting for the 2018 Comprehensive Annual Financial Report by the Government Finance Officers Association (GFOA) of United States and Canada. The award is based on the adherence to GFOA program standards and represents the highest award in government financial reporting. This is the 12th year that HCDE has received this award.

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**Fiscal Impact****Attachments**

CAFR Award News Release

GFOA Award FY18 CAFR

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**Form Review****Inbox**

Assistant Superintendent - Business

Form Started By: Jaime Martinez

Final Approval Date: 11/04/2019

**Reviewed By**

Jesus Amezcua

**Date**

11/04/2019 09:47 PM

Started On: 11/01/2019 01:14 PM



GOVERNMENT FINANCE OFFICERS ASSOCIATION  
**NEWS RELEASE**

**FOR IMMEDIATE RELEASE**

10/23/2019

**For more information contact:**  
**Michele Mark Levine, Director/TSC**  
**Phone: (312) 977-9700**  
**Fax: (312) 977-4806**  
**E-mail: [mlevine@gfoa.org](mailto:mlevine@gfoa.org)**

(Chicago, Illinois)--The Certificate of Achievement for Excellence in Financial Reporting has been awarded to **Harris County Department of Education** by Government Finance Officers Association of the United States and Canada (GFOA) for its comprehensive annual financial report (CAFR). The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

An Award of Financial Reporting Achievement has been awarded to the individual(s) or department designated by the government as primarily responsible for preparing the award-winning CAFR.

The CAFR has been judged by an impartial panel to meet the high standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the CAFR.

*Government Finance Officers Association (GFOA) advances excellence in government finance by providing best practices, professional development, resources and practical research for more than 20,500 members and the communities they serve.*





**The Government Finance Officers Association  
of the United States and Canada**

*presents this*

## **AWARD OF FINANCIAL REPORTING ACHIEVEMENT**

*to*

### **Business Services**

Harris County Department of Education, Texas



*The award of Financial Reporting Achievement is presented by the Government Finance Officers Association to the individual(s) designated as instrumental in their government unit achieving a Certificate of Achievement for Excellence in Financial Reporting. A Certificate of Achievement is presented to those government units whose annual financial reports are judged to adhere to program standards and represents the highest award in government financial reporting.*

Executive Director

*Christopher P. Morrell*

Date October 23, 2019



Government Finance Officers Association

**Certificate of  
Achievement  
for Excellence  
in Financial  
Reporting**

Presented to

**Harris County  
Department of Education  
Texas**

For its Comprehensive Annual  
Financial Report  
for the Fiscal Year Ended

**August 31, 2018**

*Christopher P. Morill*

Executive Director/CEO



**Government Finance Officers Association**  
203 North LaSalle Street, Suite 2700  
Chicago, Illinois 60601-1210  
312.977.9700 fax: 312.977.4806

October 23, 2019

Jesus J. Amezcua, Ph.D., CPA  
Assistant Superintendent for Business Services  
Harris County Department of Education  
6300 Irvington Boulevard  
Houston, TX 77022

Dear Dr. Amezcua:

We are pleased to notify you that your 2018 fiscal year end comprehensive annual financial report (CAFR) qualifies for GFOA's Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment. Congratulations for having satisfied the high standards of the program. We hope that your example will encourage others in their efforts to achieve and maintain an appropriate standard of excellence in financial reporting.

A "Summary of Grading" form and a confidential list of comments and suggestions for possible improvements are enclosed. We want to strongly encourage the recommended improvements be made in the next report, and that the report be submitted to the program within six months of your next fiscal year end. Certificate of Achievement Program policy requires that written responses to the comments and suggestions for improvement accompany the next fiscal year's submission. The written responses should provide details about how each item is addressed within this report. These responses will be provided to those Special Review Committee members participating in the review. If a comment is unclear or there appears to be a discrepancy, please contact the Technical Services Center at (312) 977-9700 and ask to speak with a Certificate of Achievement Program in-house reviewer.

When a Certificate of Achievement for Excellence in Financial Reporting is awarded to a government, an Award of Financial Reporting Achievement (AFRA) is also presented to the individual(s) or department designated by the government as primarily responsible for its having earned the Certificate. An AFRA is enclosed for the preparer as designated on the application.

Continuing participants will find a brass medallion enclosed with these results. First-time recipients will receive a plaque in about 10 weeks. We hope that appropriate publicity will be given to this notable achievement. A sample news release has been enclosed.

A current holder of a Certificate of Achievement may include a reproduction of the Certificate in its immediately subsequent CAFR. A camera-ready copy of your Certificate is enclosed for that purpose. If you reproduce your Certificate in your next report, please refer to the enclosed instructions. A Certificate of Achievement is valid for a period of one year.

Over the course of the year, we are anticipating some changes to our application process. We will still be asking governments for the same documents we asked for in the past, but we are encouraging electronic submissions to [cafrprogram@gfoa.org](mailto:cafrprogram@gfoa.org) and expect to be making other changes going forward. We will keep members informed of any changes via email, and application instructions will be updated on our website.

Your continued interest in and support of the Certificate of Achievement Program is most appreciated. If we may be of any further assistance, please contact the Technical Services Center at (312) 977-9700.

Sincerely,

A handwritten signature in black ink, reading "Michele Mark Levine". The signature is written in a cursive, flowing style.

Michele Mark Levine  
Director, Technical Services Center

**Regular Board Meeting****5.C.****Meeting Date:** November 20, 2019**Title:** Announcement of Certificate of Achievement Award for PAFR by GFOA**Submitted For:** Jaime Martinez, Business Office**Submitted By:** Jaime Martinez**Recommended Action:** Approve**HCDE Goal(s):**  
1. Impact education/respond to evolving needs  
4. Provide cost savings by leveraging tax dollars**Additional Resource Personnel:** Stephanie Wright**Facilities/Technology Approval Needed?:** None

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**Information****Posted Agenda Item:****Announcement of awards from the Government Finance Officers Association (GFOA) for the HCDE 2018 Popular Annual Financial Report (PAFR)** - Jesus Amezcua, Assistant Superintendent for Business Services**Subject:****Announcement of awards from the Government Finance Officers Association (GFOA) for the HCDE 2018 Popular Annual Financial Report (PAFR).****Rationale:**

HCDE has been awarded the 2018 Award for outstanding achievement in Popular Annual Financial Reporting by the Government Finance Officers Association (GFOA) of United States and Canada. The award is based on the information presented, reader appeal, understandability, distribution, and other elements such as PAFR's creativity and usefulness. This is the 12th year that HCDE receives this award.

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**Fiscal Impact****Attachments**

GFOA PAFR Award FY18

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**Form Review****Inbox**

Assistant Superintendent - Business  
Form Started By: Jaime Martinez  
Final Approval Date: 11/07/2019

**Reviewed By**

Jesus Amezcua

**Date**

11/07/2019 12:55 PM

Started On: 11/05/2019 08:43 AM



**Government Finance Officers Association**  
203 North LaSalle Street, Suite 2700  
Chicago, Illinois 60601-1210  
312.977.9700 fax: 312.977.4806

October 30, 2019

Jesus Amezcua, Ph.D  
Assistant Superintendent for Business Services  
Harris County Department of Education  
6300 Irvington Boulevard  
Houston, Texas 77022

Dear Mr. Amezcua:

A panel of independent reviewers has completed its examination of your Popular Annual Financial Report (PAFR) submitted to Government Finance Officers Association (GFOA). We are pleased to notify you that your PAFR for the fiscal year ended August 31, 2018, has substantially met the requirements of the PAFR Program. In the absence of authoritative standards governing the presentation, these requirements are based on an evaluation of information presented, reader appeal, understandability, distribution, and other elements (such as whether the PAFR is a notable achievement for the government given the government's type and size, and the PAFR's creativity and usefulness). The report received a weighted average score of 75.00 percent or above from three of the four highest individual reviews.

Each entity submitting a report to the PAFR Program is provided with confidential comments and suggestions for possible improvements in the subsequent year's presentation. Your comments and suggestions, as well as a "Summary of Grading" form, are enclosed. We urge you to carefully consider the suggestions offered by our reviewers as you prepare your next PAFR.

Continuing participants will find a Certificate and brass medallion enclosed with these results. The brass medallion may be mounted on your ten-year plaque. First-time recipients will find a Certificate enclosed with these results and will receive a plaque in approximately 10 weeks. We hope that appropriate publicity will be given to this notable achievement. A sample news release has been enclosed.

A current holder of a PAFR Award may include a reproduction of the Certificate in its immediately subsequent PAFR. A camera-ready copy of your Certificate is enclosed for that purpose. If you reproduce your Certificate in your next report, please refer to the enclosed instructions.

Jesus Amezcua, Ph.D  
October 30, 2019  
Page 2

The PAFR Award is valid for one year. To continue your participation in the program, it will be necessary for you to submit your next PAFR to GFOA within six months of the end of your entity's fiscal year. A Popular Annual Financial Reporting Award Program Application is posted on GFOA's website at [www.gfoa.org](http://www.gfoa.org).

Over the course of the year, we are anticipating some changes to our application process. We will still be asking governments for the same documents we asked for in the past, but we are encouraging electronic submissions to [pafr@gfoa.org](mailto:pafr@gfoa.org) and expect to be making other changes going forward. We will keep members informed of any changes via email, and application instructions will be updated on our website.

We appreciate your participation in this program, and we sincerely hope that your example will encourage others in their efforts to achieve and maintain a well-presented PAFR. If we can be of further assistance, please do not hesitate to contact the PAFR Program staff in the Technical Services Center at (312) 977-9700.

Sincerely,

A handwritten signature in black ink, reading "Michele Mark Levine". The signature is written in a cursive, flowing style.

Michele Mark Levine  
Director, Technical Services Center

Enclosures





GOVERNMENT FINANCE OFFICERS ASSOCIATION  
**NEWS RELEASE**

**FOR IMMEDIATE RELEASE**

October 30, 2019

**For more information, contact:**

**Michele Mark Levine, Director/TSC**

**Phone: (312) 977-9700**

**Fax: (312) 977-4806**

**E-mail: [mlevine@gfoa.org](mailto:mlevine@gfoa.org)**

(Chicago, Illinois) – Government Finance Officers Association is pleased to announce that **Harris County Department of Education, Texas** has received GFOA's Award for Outstanding Achievement in Popular Annual Financial Reporting (PAFR award).

The award represents a significant achievement by the entity. In order to be eligible for the PAFR award, a government must also submit its comprehensive annual financial report (CAFR) to GFOA's Certificate of Achievement for Excellent in Financial Reporting Program and receive the CAFR award for the current fiscal year. Each eligible report is reviewed by judges who evaluate the report based on the following categories: reader appeal, understandability, distribution methods, creativity and other elements.

*Government Finance Officers Association (GFOA) advances excellence in government finance by providing best practices, professional development, resources, and practical research for more than 20,500 members and the communities they serve.*



Government Finance Officers Association

**Award for  
Outstanding  
Achievement in  
Popular Annual  
Financial Reporting**

Presented to

**Harris County Department of Education  
Texas**

For its Annual  
Financial Report  
for the Fiscal Year Ended

**August 31, 2018**

*Christopher P. Morill*

Executive Director/CEO

# Monthly Financial Report



Month: October 2019

**HARRIS COUNTY DEPARTMENT OF EDUCATION  
CERTIFICATION OF FINANCIAL STATEMENTS**

- I. Assistant Superintendent's Message (Highlights)
- II. Investment Report (Monthly Highlights)
- III. Investment Portfolio Report (Monthly Report)
- IV. Highlights of Financial Statements  
Donations Report Included in Highlights

**Schedules**

- 1 General Fund (100-199) Balance Sheet
- 2 Budget Summary - All Funds Combined
- 3 General Fund (100-199) Budget Summary Report
- 4 Special Revenue Funds (200-499) Budget Summary Report
- 5 Debt Service Fund (599) Budget Summary Report
- 6 Capital Project Fund Budget Summary Report
- 7 Choice Partners Fund (711) Budget Summary Report
- 8 Workers Comp. Fund (753) Budget Summary Report
- 9 Internal Service Fund (799) Budget Summary Report
- 10 Trust & Agency Funds (800-840) Budget Summary Report
- 11 Local Construction Fund 199, BM (087) Budget Summary Report
- 12 General Funds Detail By Division
- 13 Special Revenue Funds Detail By Division
- 14 Revenues Update-Customer Fees/Charges
- 15 Expenditures By Class Object Group-All Funds
- 16 Chart for Performance Measurement

We certify that the monthly financial statements are true, and correct to the best of our ability. We have reviewed the expenditures, revenues, and appropriations for accuracy and completeness in the general ledger for the month. Texas Education Agency's Financial Accountability System Resource Guide ("FASRG") Ver 15.0 has been followed to assure grant compliance.

/s/ Jesus J. Amezcua

Jesus J. Amezcua, CPA, Ph.D., Asst. Superintendent for Business Services

/s/ Stephanie Wright

Stephanie Wright, CPA, Chief Accounting Officer

/s/ Stephanie Ritchie

Stephanie Ritchie, Senior Accountant

**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**INTERIM FINANCIAL REPORTS (Unaudited)**  
**GENERAL FUNDS 100-199 BALANCE SHEET**  
Fiscal year to date: October 31, 2019

Schedule 1

**ACTUAL**

**ASSETS**

Cash and Temporary Investments	\$ 28,839,283
Property Taxes-Delinquent at September 1, 2019	817,041
Less: Allowances for Uncollectible Taxes	(16,341)
Due from Federal Agencies	(15,012)
Other Receivables	1,576,202
Inventories	144,922
Deferred Expenditures	-
Other Prepaid Items	26,062
<b>TOTAL ASSETS:</b>	<b>\$ 31,372,157</b>

**LIABILITIES**

Accounts Payable	11,141
Bond Interest Payable	-
Due to Other Funds	-
Accrued Wages	-
Payroll Deductions	1,153,397
Due to Other Governments	951
Deferred Revenue	809,591
<b>TOTAL LIABILITIES:</b>	<b>\$ 1,975,080</b>

**FUND EQUITY**

Unassigned Fund Balance	21,155,241
Non-Spendable Fund Balance	128,037
Restricted Fund Balance	-
Committed Fund Balance	2,014,976
Assigned Fund Balance	9,499,397
Excess(Deficiency) of Revenues & Other Resources Over(Under) Expenditures & Other Uses	(3,400,574)
<b>TOTAL FUND EQUITY:</b>	<b>\$ 29,397,077</b>

Fund Balance Appropriated Year-To-Date

-

**TOTAL LIABILITIES, FUND EQUITY, AND FUND BALANCE APPROPRIATED TO DATE: \$ 31,372,157**

**Financial Strength Indicator: Working Capital**

$$\begin{array}{rcl}
 \text{Total Current Assets} & 31,372,157 & \\
 = & & = \mathbf{29,397,077} \\
 \text{- Total Current Liabilities} & - 1,975,080 & 
 \end{array}$$

**Efficient Leverage Indicator**

$$\begin{array}{rcl}
 \frac{\text{Unassigned Fund Balance}}{\text{Total Fund Balance}} & = \frac{21,155,241}{29,397,077} & = \mathbf{72 \%}
 \end{array}$$

**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**INTERIM FINANCIAL REPORTS (Unaudited)**  
**BUDGET SUMMARY-ALL FUNDS COMBINED**  
Fiscal year to date: October 31, 2019

Schedule 2

	BUDGET	YTD REVENUES		VARIANCE	FY 19-20 % BUDGET REALIZED	FY 18-19 % BUDGET REALIZED
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>						
* General Fund-1XX	\$ 55,349,065	\$ 3,615,504		\$ (51,733,561)	7%	11%
Special Revenue Funds-2XX, 3XX, 4XX	42,234,689	2,151,989		(40,082,700)	5%	9%
Debt Service Fund-599	2,917,611	-		(2,917,611)	0%	0%
PFC Capital Projects Fund-698&699	3,796,869	26,623		(3,770,246)	1%	3%
Trust and Agency Funds-8XX	-	389		389	0%	0%
Choice Partners-711	4,907,948	1,619,843		(3,288,105)	33%	42%
Workers' Compensation Fund-753	450,000	41,364		(408,636)	9%	58%
Internal Service Fund-Facilities-799	5,135,951	858,964		(4,276,987)	17%	25%
<b>Total Revenues &amp; Other Resources:</b>	<b>114,792,133</b>	<b>8,314,675</b>		<b>(106,477,458)</b>	<b>7%</b>	<b>12%</b>
	BUDGET	YTD EXPENDITURE	ENCUM- BRANCES	VARIANCE	FY 19-20 % BUDGET USED	FY 18-19 % BUDGET USED
<b><u>EXPENDITURES &amp; OTHER USES</u></b>						
* General Fund-1XX	60,559,998	7,016,077	1,854,590	51,689,330	15%	11%
Special Revenue Funds-2XX, 3XX, 4XX	42,234,689	3,374,129	1,618,421	37,242,139	12%	9%
Debt Service Fund-599	2,917,611	-	-	2,917,611	0%	0%
PFC Capital Projects Fund-698&699	14,466,886	1,965,217	209,084	12,292,585	15%	3%
Trust and Agency Funds-8XX	-	440	2,600	(3,040)	0%	0%
Choice Partners-711	4,907,948	1,619,843	228,312	3,059,793	38%	42%
Workers' Compensation Fund-753	450,000	1,015	-	448,985	0%	58%
Internal Service Fund-Facilities-799	5,135,951	858,964	652,751	3,624,236	29%	25%
<b>Total Expenditures &amp; Other Uses:</b>	<b>130,673,083</b>	<b>14,835,686</b>	<b>4,565,758</b>	<b>111,271,639</b>	<b>15%</b>	<b>12%</b>
<b>Excess/(Deficiency) Estimated Revenues</b>						
<b>Over/(Under) Expenditures:</b>	<b>(15,880,950)</b>	<b>(6,521,011)</b>				
Beginning Fund Balance-September 1st:	42,583,959	42,583,959				
<b>Estimated Fund Balance:</b>	<b>\$ 26,703,009</b>	<b>\$ 36,062,948</b>				

\*General Fund includes one-time cost projects, such as construction, asset & building replacement costs and software purchase.

**Current Tax Revenue to Total Revenue Ratio Indicator:**

$$\frac{\text{Current Tax Revenue}}{\text{Total Revenue}} = \frac{566}{8,314,675} = 0.0 \%$$

**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**INTERIM FINANCIAL REPORTS (Unaudited)**  
**GENERAL FUNDS 100-199 BUDGET SUMMARY REPORT**  
Fiscal year to date: October 31, 2019

Schedule 3

	BUDGET	YTD REVENUES	VARIANCE	FY 19-20 % BUDGET REALIZED	FY 18-19 % BUDGET REALIZED
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>					
<b>Revenues</b>					
Local Customer Fees/Charges	\$ 23,145,627	\$ 1,908,837	\$ (21,236,790)	8%	10%
Local Property Tax Rev-Current	24,294,517	566	(24,293,951)	0%	0%
Local Property Tax Rev-Del, P&I	150,000	49,811	(100,189)	33%	53%
Local Investment Earnings	453,590	99,663	(353,927)	22%	25%
Local Grants Indirect Cost Rev	727	-	(727)	0%	0%
Local Grants	-	-	-	0%	0%
Local Miscellaneous Revenue	98,000	15,343	(82,657)	16%	9%
<b>Total Local:</b>	<b>48,142,461</b>	<b>2,074,221</b>	<b>(46,068,240)</b>	<b>4%</b>	<b>5%</b>
State FSP-Compensation	300,000	49,970	(250,030)	17%	12%
State TEA-State Health Insurance	-	101,455	101,455	0%	12%
State Indirect Cost	33,072	-	(33,072)	0%	7%
<b>Total State:</b>	<b>333,072</b>	<b>151,425</b>	<b>(181,647)</b>	<b>45%</b>	<b>12%</b>
Federal Grants Indirect Cost	1,748,308	143,178	(1,605,130)	8%	7%
<b>Total Revenues:</b>	<b>50,223,841</b>	<b>2,368,824</b>	<b>(47,855,017)</b>	<b>5%</b>	<b>5%</b>
<b>Other Resources</b>					
Insurance Recovery	-	-	-	0%	0%
Local HCTO Tax Collection Fees	-	-	-	0%	0%
State TRS Matching	2,750,000	-	(2,750,000)	0%	0%
Transfers In-Choice Partners	2,375,224	1,246,679	(1,128,545)	52%	69%
<b>Total Other Resources:</b>	<b>5,125,224</b>	<b>1,246,679</b>	<b>(3,878,545)</b>	<b>24%</b>	<b>31%</b>
<b>Total Revenues &amp; Other Resources:</b>	<b>55,349,065</b>	<b>3,615,504</b>	<b>(51,733,561)</b>	<b>7%</b>	<b>8%</b>

NOTE: A negative balance in the revenue variance column represents the amount pending to be collected as compared to the budget. A positive balance in the expenditure variance column represents the amount available to spend as compared to the budget.

**Indirect Cost to Tax Ratio Indicator:**

$$\frac{\text{Indirect Cost General Fund}}{\text{Total General Fund Revenues}} = \frac{143,178}{3,615,504} = 4.0\%$$



**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**INTERIM FINANCIAL REPORTS (Unaudited)**  
**GENERAL FUNDS 100-199 BUDGET SUMMARY REPORT**  
Fiscal year to date: October 31, 2019

Schedule 3

	BUDGET	YTD EXPENDITURE	ENCUM- BRANCES	VARIANCE	FY 19-20 % BUDGET USED	FY 18-19 % BUDGET USED
<b><u>EXPENDITURES &amp; OTHER USES</u></b>						
<b>Expenditures</b>						
Adult Education-Local	\$ 173,390	\$ 26,004	\$ -	\$ 147,386	15%	15%
Educ Cert & Prof Advance	686,795	97,223	22,783	566,790	17%	21%
Assistant Superintendent-Academic Support	295,103	51,320	-	243,783	17%	17%
Asst Supt-Education and Enrichment	296,652	47,990	2,440	246,222	17%	16%
Board of Trustees	186,626	23,121	2,571	160,934	14%	9%
Business Support Services	1,981,081	303,658	134,343	1,543,080	22%	21%
Center for Safe & Secure Schools	713,277	71,850	381	641,046	10%	16%
Communication	1,058,109	140,229	3,784	914,097	14%	21%
Client Engagement	500,524	71,328	12,907	416,288	17%	15%
Ctr A/S Summ & Exp Learn	772,444	50,890	72,847	648,707	16%	25%
Department-Wide	4,560,383	496,764	293,950	3,769,670	17%	16%
Chief of Staff	271,409	45,613	-	225,796	17%	15%
<b>Facilities</b>						
Construction Services	191,197	38,675	-	152,522	20%	16%
Facilities Support Services	-	-	-	-	0%	0%
Local Construction Fund 170	-	4,746	477,307	(482,053)	0%	0%
Building Replacement Schedule	593,867	-	-	593,867	0%	32%
Records Management Services	2,034,676	306,433	87,197	1,641,046	19%	20%
Head Start-Local	5,000	866	-	4,134	17%	10%
Human Resources	1,081,016	159,178	18,016	903,822	16%	16%
<b>The Teaching and Learning Center</b>						
Bilingual Education	153,320	11,970	34,737	106,613	30%	24%
Digital Education and Innovation	205,186	31,439	3,724	170,023	17%	14%
TLC (Division Wide)	308,041	47,386	108	260,547	15%	18%
Early Childhood Winter Conference	161,747	16,476	24,174	121,097	25%	48%
English Language Arts	190,889	19,324	11,237	160,328	16%	18%
Math	217,220	26,799	37,255	153,166	29%	33%
Professional Development	39,000	-	15,750	23,250	40%	0%
Science	109,707	12,408	6,885	90,414	18%	18%
Social Studies	53,068	6,435	2,570	44,063	17%	23%
Speaker Series	175,639	15,397	76,903	83,339	53%	53%
Special Education	77,561	10,942	-	66,619	14%	14%
Purchasing Support Services	592,322	89,430	9,258	493,634	17%	16%
Research & Evaluation Institute	643,743	96,376	1,448	545,918	15%	14%
Texas Center for Grants Development	593,835	98,873	5,678	489,284	18%	16%
Retirement Leave Benefits Fund	100,000	100,259	-	(259)	100%	0%
Scholastic Arts	183,707	23,737	-	159,970	13%	5%
<b>Special Schools &amp; Services</b>						
Academic and Behavior School East	4,333,333	647,965	39,981	3,645,387	16%	16%

**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**INTERIM FINANCIAL REPORTS (Unaudited)**  
**GENERAL FUNDS 100-199 BUDGET SUMMARY REPORT**  
Fiscal year to date: October 31, 2019

Schedule 3

	BUDGET	YTD EXPENDITURE	ENCUM- BRANCES	VARIANCE	FY 19-20 % BUDGET USED	FY 18-19 % BUDGET USED
<b>EXPENDITURES &amp; OTHER USES</b>						
<b>Expenditures</b>						
Academic and Behavior School West	\$ 3,809,633	\$ 589,370	\$ 21,719	\$ 3,198,545	16%	16%
Fortis Academy	1,276,859	179,621	27,146	1,070,092	16%	17%
Highpoint East School	3,360,344	527,663	76,730	2,755,951	18%	18%
Special Schools Administration	808,577	91,081	-	717,496	11%	16%
Superintendent's Office	527,344	72,764	205	454,375	14%	13%
State TEA Employee Portion Health Ins	-	-	-	-	0%	14%
State TRS On Behalf Payments	2,750,000	-	-	2,750,000	0%	0%
Technology						
Chief Communications Officer	197,545	30,963	-	166,582	16%	18%
Technology Support Services	3,866,191	471,093	325,967	3,069,132	21%	18%
School Based Therapy Services	12,308,371	1,862,421	4,588	10,441,361	15%	15%
<b>Total Expenditures:</b>	<b>52,444,731</b>	<b>7,016,077</b>	<b>1,854,590</b>	<b>43,574,063</b>	<b>17%</b>	<b>16%</b>
<b>Other Uses</b>						
Transfers Out-Special Revenue Funds	550,787	-	-	550,787	0%	0%
Transfers Out-Head Start Fund 205	850,000	-	-	850,000	0%	0%
Transfers Out-Debt Service	2,917,611	-	-	2,917,611	0%	0%
Transfers Out-Department Wide	3,796,869	-	-	3,796,869	0%	0%
<b>Total Other Uses:</b>	<b>8,115,267</b>	<b>-</b>	<b>-</b>	<b>8,115,267</b>	<b>0%</b>	<b>0%</b>
<b>Total Expenditures &amp; Other Uses:</b>	<b>60,559,998</b>	<b>7,016,077</b>	<b>1,854,590</b>	<b>51,689,330</b>	<b>15%</b>	<b>14%</b>
<b>Excess/(Deficiency) Estimated Revenues</b>						
<b>Over/(Under) Expenditures:</b>	<b>(5,210,933)</b>	<b>(3,400,574)</b>				
Beginning Fund Balance-September 1st:	29,412,165	29,412,165				
<b>Estimated Fund Balance:</b>	<b>\$ 24,201,232</b>	<b>\$ 26,011,591</b>				

**Financial Strength Indicator: Fund Balance to GF Expenditures**

$$\frac{\text{Unassigned Fund Balance}}{\text{Total General Fund Expenditures}} = \frac{21,155,241}{7,016,077} = \mathbf{301.53\%}$$

# HARRIS COUNTY DEPARTMENT OF EDUCATION

## INTERIM FINANCIAL REPORTS (Unaudited)

### SPECIAL REVENUE FUNDS 200-499 BUDGET SUMMARY REPORT

Fiscal year to date: October 31, 2019

Schedule 4 - SR Budget  
Summary

	BUDGET	YTD REVENUES		VARIANCE	FY 19-20 % BUDGET REALIZED	FY 18-19 % BUDGET REALIZED
<b>ESTIMATED REVENUES &amp; OTHER RESOURCES</b>						
<b>Estimated Revenues</b>						
Local Program Revenues	\$ 5,508,095	\$ 10,415		\$ 5,497,680	0%	0%
State Program Revenues	1,021,128	-		1,021,128	0%	6%
* Federal Program Revenues	34,304,679	2,141,574		32,163,105	6%	7%
<b>Total Estimated Revenues:</b>	<b>40,833,902</b>	<b>2,151,989</b>		<b>38,681,913</b>	<b>5%</b>	<b>6%</b>
<b>Other Resources</b>						
Transfer In-CASE After School Program	550,787	-		550,787	0%	0%
Transfer In-Adult Ed	-	-		-	0%	0%
Transfer In-HeadStart	850,000	-		850,000	0%	0%
<b>Total Other Resources:</b>	<b>1,400,787</b>	<b>-</b>		<b>1,400,787</b>	<b>0%</b>	<b>0%</b>
<b>I Estimated Revenues &amp; Other Resources:</b>	<b>\$ 42,234,689</b>	<b>\$ 2,151,989</b>		<b>\$ 40,082,700</b>	<b>5%</b>	<b>6%</b>
	BUDGET	YTD EXPENDITURE	ENCUM- BRANCES	VARIANCE	FY 19-20 % BUDGET USED	FY 18-19 % BUDGET USED
<b>EXPENDITURES &amp; OTHER USES</b>						
<b>Adult Education Program</b>						
Fed Dist Learning 2219	94,571	20,223	-	74,348	0%	0%
Fed TANF 2230	169,582	-	-	169,582	0%	0%
Fed TANF 2231	203,498	-	-	203,498	0%	0%
Fed ABE Regular 2300	3,340,032	512,245	70,558	2,757,229	17%	0%
Fed ABE Regular 2301	3,088,428	-	-	3,088,428	0%	0%
Fed ABE EL/Civics 2340	577,040	19,832	51,916	505,292	12%	0%
Fed ABE EL/Civics 2341	443,545	-	-	443,545	0%	0%
State ABE Regular 3810	464,149	-	-	464,149	0%	0%
State ABE Regular 3811	556,979	-	-	556,979	0%	0%
Loc AdultEd Grant - 4980						0%
<b>Total Adult Education Program:</b>	<b>8,937,824</b>	<b>552,300</b>	<b>122,474</b>	<b>8,263,050</b>	<b>7%</b>	<b>0%</b>
<b>Center for Safe &amp; Secure Schools</b>						
STOP School Violence	147,174	16,872	1,500	136,102	8%	0%
STOP Grant In-Kind	-	3,002	-	(2,579)	0%	0%
<b>Total Center for Safe &amp; Secure Schools:</b>	<b>147,174</b>	<b>19,834</b>	<b>1,500</b>	<b>133,524</b>	<b>9%</b>	
<b>Educator Certification and Professional Advancement</b>						
Educators & Families for English Learners	20,000	-	-	20,000	0%	0%
<b>Total Educator Certification and Professio</b>	<b>20,000</b>	<b>-</b>	<b>-</b>	<b>20,000</b>	<b>0%</b>	<b>0%</b>
<b>Schools</b>						
ABS East	-	-	-	-	0%	0%
ABS West	-	-	3,990	(3,990)	0%	0%
<b>Total Schools:</b>	<b>-</b>	<b>-</b>	<b>3,990</b>	<b>(3,990)</b>	<b>0%</b>	<b>149%</b>

\*Federal funding is the main source for special revenue grants. The \$34,304,679 Federal Program Revenues includes \$8,323,737 for Adult Education, \$8,985,558 for CASE, \$20,160,313 for Head Start, and \$203,778 for various other divisions.

# HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 4 - SR Budget  
Summary

## INTERIM FINANCIAL REPORTS (Unaudited)

### SPECIAL REVENUE FUNDS 200-499 BUDGET SUMMARY REPORT

Fiscal year to date: October 31, 2019

	BUDGET	YTD EXPENDITURE	ENCUM- BRANCES	VARIANCE	FY 19-20 % BUDGET USED	FY 18-19 % BUDGET USED
<b>EXPENDITURES &amp; OTHER USES</b>						
<b>The Center for Afterschool, Summer, and Expanded Learning</b>						
Fed/Local After School Partnership	\$ 3,304,173	\$ 200,752	\$ 151,584	\$ 2,951,837	11%	6%
Fed 21st Century CLC-Cycle VI - 2679						0%
Fed 21st Century CLC-Cycle X - 2680						0%
Fed 21st Century CLC-Cycle IX - 2670	1,777,890	29,257	-	1,748,633	2%	0%
Loc Houston Endowment - 4639						0%
Loc Houston Endowment - 4630	74,250	17,089	2,250	54,911	26%	0%
Loc COH Connections Program - 4679						12%
Loc Ecobot	-	-	-	-	0%	0%
<b>Total The Center for Afterschool, Summer,</b>	<b>5,156,313</b>	<b>247,098</b>	<b>153,834</b>	<b>4,755,381</b>	<b>8%</b>	<b>7%</b>
<b>Head Start</b>						
Fed Head Start - 2059	5,180,000	2,163,865	520,797	2,495,338	52%	0%
Fed Head Start - 2050	12,643,681	-	-	12,643,681	0%	0%
Fed Head Start Training Funds - 2069	77,800	13,176	1,179	63,445	18%	0%
Fed Head Start Training Funds - 2060	133,983	-	-	133,983	0%	0%
Fed Early Head Start-Operations-2159	450,000	44,359	13,793	391,848	13%	33%
Fed Early Head Start-Operations-2150	1,965,341	281,522	517,266	1,166,553	41%	0%
Fed Early Head Start-T&TA-2169	20,000	3,059	3,450	13,491	33%	16%
Fed Early Head Start-T&TA-2160	44,904	7,591	6,484	30,829	31%	0%
Loc Early Head Start In-Kind - 4750	539,956	-	-	539,956	0%	0%
Loc Head Start In-Kind Matching - 4799	870,000	77	685	869,238	0%	0%
Loc Head Start In-Kind Matching - 4790	3,208,956	-	-	3,208,956	0%	0%
Loc Head Start Hogg Foundation - 4960						0%
Head Start Other Local Grants - 4980	37,660	-	24,647	13,013	65%	0%
<b>Total Head Start:</b>	<b>25,172,281</b>	<b>2,513,648</b>	<b>1,088,301</b>	<b>21,570,331</b>	<b>14%</b>	<b>4%</b>
<b>The Teaching and Learning Center</b>						
Texas Council for Developmental Disabilities						0%
NSA Gencyber Grant	7,714	1,596	-	6,118	21%	0%
Local Grants	-	-	-	-	0%	0%
<b>Total The Teaching and Learning Center:</b>	<b>7,714</b>	<b>1,596</b>	<b>-</b>	<b>6,118</b>	<b>21%</b>	<b>0%</b>
<b>Total Expenditures &amp; Other Uses:</b>	<b>\$ 42,234,689</b>	<b>\$ 3,374,129</b>	<b>\$ 1,618,421</b>	<b>\$ 37,242,139</b>	<b>12%</b>	<b>4%</b>
<b>Excess/(Deficiency) Estimated Revenues</b>						
<b>Over/(Under) Expenditures:</b>	<b>\$ -</b>	<b>\$ (1,222,140)</b>				

**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**INTERIM FINANCIAL REPORTS (Unaudited)**  
**DEBT SERVICE FUND 599 BUDGET SUMMARY REPORT**  
Fiscal year to date: October 31, 2019

Schedule 5

	BUDGET	YTD ACTUAL	ENCUM- BRANCES	VARIANCE
<b><u>FUNDING SOURCES</u></b>				
Transfer In from General Fund	\$ 2,466,182	\$ -		\$ (2,466,182)
Transfer In Debt Service-QZAB	451,429	-		(451,429)
<b>Total Funding Sources:</b>	<b>2,917,611</b>	<b>-</b>		<b>(2,917,611)</b>
<b><u>EXPENDITURES</u></b>				
Principal-PFC Bonds	2,255,000	-	-	2,255,000
Principal-QZAB	451,429	-	-	451,429
Interest-PFC Bonds	211,182	-	-	211,182
<b>Total Expenditures:</b>	<b>2,917,611</b>	<b>-</b>	<b>-</b>	<b>2,917,611</b>
<b>Excess/(Deficiency) Estimated Revenues Over/(Under) Expenditures:</b>	<b>-</b>	<b>-</b>		
Beginning Fund Balance-September 1st:	-	-		
<b>Estimated Fund Balance:</b>	<b>\$ -</b>	<b>\$ -</b>		

NOTE: A negative balance in the revenue variance column represents the amount pending to be collected as compared to the budget. A positive balance in the expenditure variance column represents the amount available to spend as compared to the budget.

**Efficient Leverage Indicator: Debt to Income Ratio**

$$\frac{\text{Annual Principal \& Interest Payments on Term Debt \& Capital Leases}}{\text{General Fund Revenues less Facility Charges}} = \frac{0}{3,615,504 - 858,964} = 0.00\%$$

**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**INTERIM FINANCIAL REPORTS (Unaudited)**  
**CAPITAL PROJECT FUND BUDGET SUMMARY REPORT**  
Fiscal year to date: October 31, 2019

Schedule 6

	BUDGET	YTD ACTUAL	ENCUM- BRANCES	VARIANCE
<b><u>REVENUES</u></b>				
Issuance of Bonds	\$ -	\$ -		\$ -
Investment Earnings	-	26,623		26,623
Transfers In-General Fund	3,796,869	-		(3,796,869)
Misc Revenue	-	-		-
Other Local Revenues	-	-		-
<b>Total Revenues:</b>	<b>3,796,869</b>	<b>26,623</b>		<b>(3,770,246)</b>
<b><u>EXPENDITURES</u></b>				
Facilities Construction	14,466,886	1,965,217	209,084	12,292,585
<b>Total Expenditures:</b>	<b>14,466,886</b>	<b>1,965,217</b>	<b>209,084</b>	<b>12,292,585</b>
<b>Excess/(Deficiency) Estimated Revenues Over/(Under) Expenditures:</b>	<b>(10,670,017)</b>	<b>(1,938,595)</b>		
Beginning Fund Balance-September 1st:	11,219,387	11,219,387		
<b>Estimated Fund Balance:</b>	<b>\$ 549,370</b>	<b>\$ 9,280,792</b>		

NOTE: A negative balance in the revenue variance column represents the amount pending to be collected as compared to the budget. A positive balance in the expenditure variance column represents the amount available to spend as compared to the budget.

**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**INTERIM FINANCIAL REPORTS (Unaudited)**  
**CHOICE PARTNERS FUND 711 BUDGET SUMMARY REPORT**  
Fiscal year to date: October 31, 2019

Schedule 7

	BUDGET	YTD ACTUAL	ENCUM- BRANCES	VARIANCE
<b><u>REVENUES</u></b>				
5720-Local Revenue - School Districts	\$ 4,875,948	\$ 1,612,693		\$ (3,263,255)
5740-Local Revenue - Other	32,000	7,150		(24,850)
<b>Total Revenues:</b>	<b>4,907,948</b>	<b>1,619,843</b>		<b>(3,288,105)</b>
<b><u>EXPENDITURES</u></b>				
6100-Payroll Costs	1,501,076	250,715	-	1,250,361
6200-Contracted Services	488,006	57,990	178,357	251,659
6300-Supplies and Materials	135,450	6,723	2,491	126,236
6400-Miscellaneous Operating Costs	408,192	40,475	47,465	320,252
6600-Capital Assets	-	17,261	-	(17,261)
8900-Transfers Out	2,375,224	1,246,679	-	1,128,545
<b>Total Expenditures:</b>	<b>4,907,948</b>	<b>1,619,843</b>	<b>228,312</b>	<b>3,059,793</b>
<b>Excess/(Deficiency) Estimated Revenues Over/(Under) Expenditures:</b>	<b>-</b>	<b>-</b>		
Beginning Fund Balance-September 1st:	500,000	500,000		
<b>Estimated Fund Balance:</b>	<b>\$ 500,000</b>	<b>\$ 500,000</b>		

NOTE: A negative balance in the revenue variance column represents the amount pending to be collected as compared to the budget. A positive balance in the expenditure variance column represents the amount available to spend as compared to the budget.



# HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 8

## INTERIM FINANCIAL REPORTS (Unaudited)

### WORKERS COMPENSATION FUND 753 BUDGET SUMMARY REPORT

Fiscal year to date: October 31, 2019

	BUDGET	YTD ACTUAL	ENCUM- BRANCES	VARIANCE
<b><u>REVENUES</u></b>				
Revenues	\$ 450,000	\$ 41,308		\$ (408,692)
Insurance Recovery	-	56		56
<b>Total Revenues:</b>	<u>450,000</u>	<u>41,364</u>		<u>(408,636)</u>
<b><u>EXPENDITURES</u></b>				
6400-Misc Operating Costs	450,000	1,015	-	448,985
<b>Total Expenditures:</b>	<u>450,000</u>	<u>1,015</u>	<u>-</u>	<u>448,985</u>
<b>Excess/(Deficiency) Estimated Revenues Over/(Under) Expenditures:</b>	-	40,349		
Beginning Fund Balance-September 1st:	1,452,407	1,452,407		
<b>Estimated Fund Balance:</b>	<u>\$ 1,452,407</u>	<u>\$ 1,492,756</u>		

NOTE: A negative balance in the revenue variance column represents the amount pending to be collected as compared to the budget. A positive balance in the expenditure variance column represents the amount available to spend as compared to the budget.

**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**INTERIM FINANCIAL REPORTS (Unaudited)**  
**INTERNAL SERVICE FUND 799 BUDGET SUMMARY REPORT**  
Fiscal year to date: October 31, 2019

Schedule 9

	BUDGET	YTD ACTUAL	ENCUM- BRANCES	VARIANCE
<b><u>REVENUES</u></b>				
Interdepartmental Revenues	\$ 5,135,951	\$ 858,964		\$ (4,276,987)
<b>Total Revenues:</b>	<u>5,135,951</u>	<u>858,964</u>		<u>(4,276,987)</u>
<b><u>EXPENDITURES</u></b>				
6100-Payroll Costs	2,643,991	447,390	-	2,196,601
6200-Contracted Services	1,568,028	48,659	629,185	890,184
6300-Supplies and Materials	401,984	39,003	19,966	343,015
6400-Miscellaneous Operating Costs	460,048	323,911	3,600	132,537
6600-Capital Assets	61,900	-	-	61,900
<b>Total Expenditures:</b>	<u>5,135,951</u>	<u>858,964</u>	<u>652,751</u>	<u>3,624,236</u>
<b>Excess/(Deficiency) Estimated Revenues Over/(Under) Expenditures:</b>	-	-		
Beginning Fund Balance-September 1st:	-	-		
<b>Estimated Fund Balance:</b>	<u>\$ -</u>	<u>\$ -</u>		

NOTE: A negative balance in the revenue variance column represents the amount pending to be collected as compared to the budget. A positive balance in the expenditure variance column represents the amount available to spend as compared to the budget.

**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**INTERIM FINANCIAL REPORTS (Unaudited)**  
**TRUST & AGENCY FUNDS 800-840 BUDGET SUMMARY REPORT**  
 Fiscal year to date: October 31, 2019

Schedule 10

	TOTAL
Revenues	\$ 389
Expenditures	440
<b>Revenues Over/(Under) Expenditures:</b>	<b>\$ (51)</b>
Beginning Fund Balance-September 1st:	-
<b>Estimated Fund Balance:</b>	<b>\$ (51)</b>

NOTE: Revenues and Expenditures are reclassified to the balance sheet at year end.

**HARRIS COUNTY DEPARTMENT OF EDUCATION**

Schedule 11

## INTERIM FINANCIAL REPORTS (Unaudited)

## LOCAL CONSTRUCTION PROJECTS-BM '087' BUDGET SUMMARY REPORT

Fiscal year to date: October 31, 2019

	BUDGET	YTD ACTUAL	ENCUM- BRANCES	VARIANCE
<b><u>EXPENDITURES</u></b>				
ABS East	\$ -	\$ -	\$ 36,630	\$ (36,630)
Highpoint East	-	-	436,603	(436,603)
Facilities - Central Support	-	4,746	4,074	(8,819)
<b>Total Expenditures:</b>	<b>-</b>	<b>4,746</b>	<b>477,307</b>	<b>(482,053)</b>

NOTE: These projects are funded from the General Fund-Assigned Fund Balance.

# HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 12

## INTERIM FINANCIAL REPORTS (Unaudited)

### GENERAL FUNDS DETAIL BY DIVISION

### ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR

Fiscal year to date: October 31, 2019

Adult Education-Local			
	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ -	\$ -	\$ -
Local Property Tax Rev-Current	-	-	-
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	33,072	-	1,768
Indirect Cost Rev-Federal Grants	137,000	26,004	21,468
<b>Total Revenues:</b>	<b>\$ 170,072</b>	<b>\$ 26,004</b>	<b>\$ 23,236</b>
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Revenues &amp; Other Resources:</b>	<b>\$ 170,072</b>	<b>\$ 26,004</b>	<b>\$ 23,236</b>
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	-	-	-
Contracted & Professional Services	3,116	66	-
Supplies & Materials	5,500	44	1,066
Other Operating Costs	164,774	25,893	22,268
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<b>\$ 173,390</b>	<b>\$ 26,004</b>	<b>\$ 23,334</b>
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures &amp; Other Uses:</b>	<b>\$ 173,390</b>	<b>\$ 26,004</b>	<b>\$ 23,334</b>
<b>Revenue Over/(Under) Expenditures:</b>	<b>\$ (3,318)</b>	<b>\$ -</b>	<b>\$ (98)</b>

# HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 12

## INTERIM FINANCIAL REPORTS (Unaudited)

### GENERAL FUNDS DETAIL BY DIVISION

### ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR

Fiscal year to date: October 31, 2019

Educ Cert & Prof Advance			
	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ 409,210	\$ 68,719	\$ 54,808
Local Property Tax Rev-Current	277,585	-	-
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
<b>Total Revenues:</b>	<b>\$ 686,795</b>	<b>\$ 68,719</b>	<b>\$ 54,808</b>
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Revenues &amp; Other Resources:</b>	<b>\$ 686,795</b>	<b>\$ 68,719</b>	<b>\$ 54,808</b>
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	570,336	91,517	86,815
Contracted & Professional Services	62,760	22,057	37,864
Supplies & Materials	19,700	2,519	2,223
Other Operating Costs	33,999	3,912	6,039
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<b>\$ 686,795</b>	<b>\$ 120,005</b>	<b>\$ 132,940</b>
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures &amp; Other Uses:</b>	<b>\$ 686,795</b>	<b>\$ 120,005</b>	<b>\$ 132,940</b>
<b>Revenue Over/(Under) Expenditures:</b>	<b>\$ -</b>	<b>\$ (51,287)</b>	<b>\$ (78,132)</b>

**HARRIS COUNTY DEPARTMENT OF EDUCATION**

Schedule 12

**INTERIM FINANCIAL REPORTS (Unaudited)****GENERAL FUNDS DETAIL BY DIVISION****ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**

Fiscal year to date: October 31, 2019

**Assistant Superintendent-Academic Support**

	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ -	\$ -	\$ -
Local Property Tax Rev-Current	295,103	-	-
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
<b>Total Revenues:</b>	<b>\$ 295,103</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Revenues &amp; Other Resources:</b>	<b>\$ 295,103</b>	<b>\$ -</b>	<b>\$ -</b>
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	275,505	46,781	44,085
Contracted & Professional Services	960	526	76
Supplies & Materials	1,550	120	13
Other Operating Costs	17,088	3,893	3,548
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<b>\$ 295,103</b>	<b>\$ 51,320</b>	<b>\$ 47,721</b>
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures &amp; Other Uses:</b>	<b>\$ 295,103</b>	<b>\$ 51,320</b>	<b>\$ 47,721</b>
<b>Revenue Over/(Under) Expenditures:</b>	<b>\$ -</b>	<b>\$ (51,320)</b>	<b>\$ (47,721)</b>

# HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 12

## INTERIM FINANCIAL REPORTS (Unaudited)

### GENERAL FUNDS DETAIL BY DIVISION

### ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR

Fiscal year to date: October 31, 2019

Asst Supt-Education and Enrichment			
	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b>REVENUES &amp; OTHER RESOURCES</b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ -	\$ -	\$ -
Local Property Tax Rev-Current	296,652	-	-
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
<b>Total Revenues:</b>	<b>\$ 296,652</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Revenues &amp; Other Resources:</b>	<b>\$ 296,652</b>	<b>\$ -</b>	<b>\$ -</b>
<b>EXPENDITURES &amp; OTHER USES</b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	262,437	44,659	41,369
Contracted & Professional Services	1,320	76	76
Supplies & Materials	4,356	3,085	360
Other Operating Costs	28,539	2,610	3,722
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<b>\$ 296,652</b>	<b>\$ 50,430</b>	<b>\$ 45,528</b>
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures &amp; Other Uses:</b>	<b>\$ 296,652</b>	<b>\$ 50,430</b>	<b>\$ 45,528</b>
<b>Revenue Over/(Under) Expenditures:</b>	<b>\$ -</b>	<b>\$ (50,430)</b>	<b>\$ (45,528)</b>



**HARRIS COUNTY DEPARTMENT OF EDUCATION**

Schedule 12

**INTERIM FINANCIAL REPORTS (Unaudited)****GENERAL FUNDS DETAIL BY DIVISION****ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**

Fiscal year to date: October 31, 2019

<b>Board of Trustees</b>			
	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ -	\$ -	\$ -
Local Property Tax Rev-Current	186,626	-	-
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
<b>Total Revenues:</b>	<b>\$ 186,626</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Revenues &amp; Other Resources:</b>	<b>\$ 186,626</b>	<b>\$ -</b>	<b>\$ -</b>
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	56,964	9,389	8,576
Contracted & Professional Services	9,300	7,428	305
Supplies & Materials	41,550	3,632	3,041
Other Operating Costs	78,812	5,242	6,194
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<b>\$ 186,626</b>	<b>\$ 25,692</b>	<b>\$ 18,115</b>
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures &amp; Other Uses:</b>	<b>\$ 186,626</b>	<b>\$ 25,692</b>	<b>\$ 18,115</b>
<b>Revenue Over/(Under) Expenditures:</b>	<b>\$ -</b>	<b>\$ (25,692)</b>	<b>\$ (18,115)</b>

# HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 12

## INTERIM FINANCIAL REPORTS (Unaudited)

### GENERAL FUNDS DETAIL BY DIVISION

### ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR

Fiscal year to date: October 31, 2019

Business Support Services			
	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b>REVENUES &amp; OTHER RESOURCES</b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ 100,000	\$ 1,823	\$ -
Local Property Tax Rev-Current	1,361,599	-	-
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	-	1,030
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	502,240	36,324	28,545
<b>Total Revenues:</b>	<b>\$ 1,963,839</b>	<b>\$ 38,147</b>	<b>\$ 29,575</b>
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Revenues &amp; Other Resources:</b>	<b>\$ 1,963,839</b>	<b>\$ 38,147</b>	<b>\$ 29,575</b>
<b>EXPENDITURES &amp; OTHER USES</b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	1,390,583	225,520	208,640
Contracted & Professional Services	390,880	185,363	153,426
Supplies & Materials	65,568	9,572	10,167
Other Operating Costs	134,050	17,546	28,159
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<b>\$ 1,981,081</b>	<b>\$ 438,001</b>	<b>\$ 400,392</b>
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures &amp; Other Uses:</b>	<b>\$ 1,981,081</b>	<b>\$ 438,001</b>	<b>\$ 400,392</b>
<b>Revenue Over/(Under) Expenditures:</b>	<b>\$ (17,242)</b>	<b>\$ (399,854)</b>	<b>\$ (370,817)</b>

**HARRIS COUNTY DEPARTMENT OF EDUCATION**

Schedule 12

**INTERIM FINANCIAL REPORTS (Unaudited)****GENERAL FUNDS DETAIL BY DIVISION****ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**

Fiscal year to date: October 31, 2019

**Center for Safe & Secure Schools**

	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ 499,750	\$ 72,370	\$ 70,181
Local Property Tax Rev-Current	213,527	-	-
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	(170)	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
<b>Total Revenues:</b>	<b>\$ 713,277</b>	<b>\$ 72,200</b>	<b>\$ 70,181</b>
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Revenues &amp; Other Resources:</b>	<b>\$ 713,277</b>	<b>\$ 72,200</b>	<b>\$ 70,181</b>
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	418,020	60,515	67,994
Contracted & Professional Services	209,000	1,196	16,579
Supplies & Materials	25,300	1,393	6,565
Other Operating Costs	60,957	9,127	6,710
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<b>\$ 713,277</b>	<b>\$ 72,231</b>	<b>\$ 97,848</b>
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures &amp; Other Uses:</b>	<b>\$ 713,277</b>	<b>\$ 72,231</b>	<b>\$ 97,848</b>
<b>Revenue Over/(Under) Expenditures:</b>	<b>\$ -</b>	<b>\$ (31)</b>	<b>\$ (27,667)</b>

# HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 12

## INTERIM FINANCIAL REPORTS (Unaudited)

### GENERAL FUNDS DETAIL BY DIVISION

### ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR

Fiscal year to date: October 31, 2019

Communication			
	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ -	\$ -	\$ -
Local Property Tax Rev-Current	1,058,109	-	-
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
<b>Total Revenues:</b>	<b>\$ 1,058,109</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Revenues &amp; Other Resources:</b>	<b>\$ 1,058,109</b>	<b>\$ -</b>	<b>\$ -</b>
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	839,871	120,711	107,214
Contracted & Professional Services	102,616	1,778	48,921
Supplies & Materials	64,832	9,735	8,939
Other Operating Costs	50,790	11,788	5,942
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<b>\$ 1,058,109</b>	<b>\$ 144,012</b>	<b>\$ 171,016</b>
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures &amp; Other Uses:</b>	<b>\$ 1,058,109</b>	<b>\$ 144,012</b>	<b>\$ 171,016</b>
<b>Revenue Over/(Under) Expenditures:</b>	<b>\$ -</b>	<b>\$ (144,012)</b>	<b>\$ (171,016)</b>

# HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 12

## INTERIM FINANCIAL REPORTS (Unaudited)

### GENERAL FUNDS DETAIL BY DIVISION

### ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR

Fiscal year to date: October 31, 2019

Client Engagement			
	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b>REVENUES &amp; OTHER RESOURCES</b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ -	\$ -	\$ -
Local Property Tax Rev-Current	500,524	-	-
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
<b>Total Revenues:</b>	<b>\$ 500,524</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Revenues &amp; Other Resources:</b>	<b>\$ 500,524</b>	<b>\$ -</b>	<b>\$ -</b>
<b>EXPENDITURES &amp; OTHER USES</b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	367,091	61,115	84,227
Contracted & Professional Services	25,059	2,271	2,117
Supplies & Materials	25,110	1,515	9,204
Other Operating Costs	83,264	19,334	11,475
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<b>\$ 500,524</b>	<b>\$ 84,236</b>	<b>\$ 107,022</b>
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures &amp; Other Uses:</b>	<b>\$ 500,524</b>	<b>\$ 84,236</b>	<b>\$ 107,022</b>
<b>Revenue Over/(Under) Expenditures:</b>	<b>\$ -</b>	<b>\$ (84,236)</b>	<b>\$ (107,022)</b>

# HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 12

## INTERIM FINANCIAL REPORTS (Unaudited)

### GENERAL FUNDS DETAIL BY DIVISION

### ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR

Fiscal year to date: October 31, 2019

Ctr A/S Summ & Exp Learn			
	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b>REVENUES &amp; OTHER RESOURCES</b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ 86,700	\$ 2,420	\$ 1,175
Local Property Tax Rev-Current	685,744	-	-
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
<b>Total Revenues:</b>	<b>\$ 772,444</b>	<b>\$ 2,420</b>	<b>\$ 1,175</b>
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Revenues &amp; Other Resources:</b>	<b>\$ 772,444</b>	<b>\$ 2,420</b>	<b>\$ 1,175</b>
<b>EXPENDITURES &amp; OTHER USES</b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	314,674	48,635	99,629
Contracted & Professional Services	381,460	57,543	45,144
Supplies & Materials	16,580	112	6,897
Other Operating Costs	59,730	17,447	12,560
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<b>\$ 772,444</b>	<b>\$ 123,737</b>	<b>\$ 164,230</b>
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures &amp; Other Uses:</b>	<b>\$ 772,444</b>	<b>\$ 123,737</b>	<b>\$ 164,230</b>
<b>Revenue Over/(Under) Expenditures:</b>	<b>\$ -</b>	<b>\$ (121,317)</b>	<b>\$ (163,055)</b>

# HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 12

## INTERIM FINANCIAL REPORTS (Unaudited)

### GENERAL FUNDS DETAIL BY DIVISION

### ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR

Fiscal year to date: October 31, 2019

Department-Wide			
	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b>REVENUES &amp; OTHER RESOURCES</b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ -	\$ -	\$ -
Local Property Tax Rev-Current	4,991,075	566	246
Local Property Tax Rev-Del, P&I	150,000	49,811	80,218
Investment Earnings	453,590	99,663	74,605
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	960	1,764
Indirect Cost Rev-Local Grants	727	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
<b>Total Revenues:</b>	<b>\$ 5,595,392</b>	<b>\$ 151,000</b>	<b>\$ 156,833</b>
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	1,768,397	1,246,679	1,425,081
<b>Total Other Resources:</b>	<b>\$ 1,768,397</b>	<b>\$ 1,246,679</b>	<b>\$ 1,425,081</b>
<b>Total Revenues &amp; Other Resources:</b>	<b>\$ 7,363,789</b>	<b>\$ 1,397,680</b>	<b>\$ 1,581,914</b>
<b>EXPENDITURES &amp; OTHER USES</b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	73,519	-	-
Contracted & Professional Services	1,500,735	249,835	147,171
Supplies & Materials	122,364	66,872	(6,209)
Other Operating Costs	2,853,401	468,825	451,969
Debt Services	-	-	-
Capital Outlay	10,364	5,182	-
<b>Total Expenditures &amp; Encumbrances:</b>	<b>\$ 4,560,383</b>	<b>\$ 790,713</b>	<b>\$ 592,931</b>
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	550,787	-	-
Transfers Out-Head Start Fund 205	850,000	-	-
Transfers Out-Debt Service	2,917,611	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	3,796,869	-	-
<b>Total Other Uses:</b>	<b>\$ 8,115,267</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures &amp; Other Uses:</b>	<b>\$ 12,675,650</b>	<b>\$ 790,713</b>	<b>\$ 592,931</b>
<b>Revenue Over/(Under) Expenditures:</b>	<b>\$ (5,311,861)</b>	<b>\$ 606,967</b>	<b>\$ 988,984</b>

# HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 12

## INTERIM FINANCIAL REPORTS (Unaudited)

### GENERAL FUNDS DETAIL BY DIVISION

### ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR

Fiscal year to date: October 31, 2019

Chief of Staff			
	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ -	\$ -	\$ -
Local Property Tax Rev-Current	271,409	-	-
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
<b>Total Revenues:</b>	<b>\$ 271,409</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Revenues &amp; Other Resources:</b>	<b>\$ 271,409</b>	<b>\$ -</b>	<b>\$ -</b>
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	260,741	44,024	42,354
Contracted & Professional Services	500	76	38
Supplies & Materials	899	44	45
Other Operating Costs	9,269	1,469	1,416
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<b>\$ 271,409</b>	<b>\$ 45,613</b>	<b>\$ 43,853</b>
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures &amp; Other Uses:</b>	<b>\$ 271,409</b>	<b>\$ 45,613</b>	<b>\$ 43,853</b>
<b>Revenue Over/(Under) Expenditures:</b>	<b>\$ -</b>	<b>\$ (45,613)</b>	<b>\$ (43,853)</b>



**HARRIS COUNTY DEPARTMENT OF EDUCATION**

Schedule 12

**INTERIM FINANCIAL REPORTS (Unaudited)****GENERAL FUNDS DETAIL BY DIVISION****ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**

Fiscal year to date: October 31, 2019

**Facilities-Choice Partners Cooperative**

	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ -	\$ -	\$ -
Local Property Tax Rev-Current	-	-	-
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
<b>Total Revenues:</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Total Revenues &amp; Other Resources:</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	-	-	-
Contracted & Professional Services	-	-	-
Supplies & Materials	-	-	-
Other Operating Costs	-	-	-
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Total Expenditures &amp; Other Uses:</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Revenue Over/(Under) Expenditures:</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

**HARRIS COUNTY DEPARTMENT OF EDUCATION**

Schedule 12

**INTERIM FINANCIAL REPORTS (Unaudited)****GENERAL FUNDS DETAIL BY DIVISION****ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**

Fiscal year to date: October 31, 2019

**Facilities-Construction Services**

	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ -	\$ -	\$ -
Local Property Tax Rev-Current	191,197	-	-
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
<b>Total Revenues:</b>	<b>\$ 191,197</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Revenues &amp; Other Resources:</b>	<b>\$ 191,197</b>	<b>\$ -</b>	<b>\$ -</b>
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	179,831	30,447	29,322
Contracted & Professional Services	2,000	162	649
Supplies & Materials	-	-	-
Other Operating Costs	9,366	8,066	707
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<b>\$ 191,197</b>	<b>\$ 38,675</b>	<b>\$ 30,678</b>
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures &amp; Other Uses:</b>	<b>\$ 191,197</b>	<b>\$ 38,675</b>	<b>\$ 30,678</b>
<b>Revenue Over/(Under) Expenditures:</b>	<b>\$ -</b>	<b>\$ (38,675)</b>	<b>\$ (30,678)</b>

**HARRIS COUNTY DEPARTMENT OF EDUCATION**

Schedule 12

**INTERIM FINANCIAL REPORTS (Unaudited)****GENERAL FUNDS DETAIL BY DIVISION****ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**

Fiscal year to date: October 31, 2019

**Facilities-Facilities Support Services**

	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ -	\$ -	\$ -
Local Property Tax Rev-Current	-	-	-
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
<b>Total Revenues:</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Total Revenues &amp; Other Resources:</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	-	-	-
Contracted & Professional Services	-	-	-
Supplies & Materials	-	-	-
Other Operating Costs	-	-	-
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Total Expenditures &amp; Other Uses:</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Revenue Over/(Under) Expenditures:</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

# HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 12

## INTERIM FINANCIAL REPORTS (Unaudited)

### GENERAL FUNDS DETAIL BY DIVISION

### ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR

Fiscal year to date: October 31, 2019

#### Facilities-Local Construction Fund 170

	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ -	\$ -	\$ -
Local Property Tax Rev-Current	-	-	-
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
<b>Total Revenues:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Revenues &amp; Other Resources:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	-	-	-
Contracted & Professional Services	-	8,819	-
Supplies & Materials	-	-	-
Other Operating Costs	-	-	-
Debt Services	-	-	-
Capital Outlay	-	473,234	-
<b>Total Expenditures &amp; Encumbrances:</b>	<b>\$ -</b>	<b>\$ 482,053</b>	<b>\$ -</b>
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures &amp; Other Uses:</b>	<b>\$ -</b>	<b>\$ 482,053</b>	<b>\$ -</b>
<b>Revenue Over/(Under) Expenditures:</b>	<b>\$ -</b>	<b>\$ (482,053)</b>	<b>\$ -</b>

**HARRIS COUNTY DEPARTMENT OF EDUCATION**

Schedule 12

**INTERIM FINANCIAL REPORTS (Unaudited)****GENERAL FUNDS DETAIL BY DIVISION****ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**

Fiscal year to date: October 31, 2019

**Facilities-Building Replacement Schedule**

	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ -	\$ -	\$ -
Local Property Tax Rev-Current	593,867	-	-
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
<b>Total Revenues:</b>	<b>\$ 593,867</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Revenues &amp; Other Resources:</b>	<b>\$ 593,867</b>	<b>\$ -</b>	<b>\$ -</b>
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	-	-	-
Contracted & Professional Services	-	-	10,000
Supplies & Materials	-	-	5,779
Other Operating Costs	-	-	-
Debt Services	-	-	-
Capital Outlay	593,867	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<b>\$ 593,867</b>	<b>\$ -</b>	<b>\$ 15,779</b>
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures &amp; Other Uses:</b>	<b>\$ 593,867</b>	<b>\$ -</b>	<b>\$ 15,779</b>
<b>Revenue Over/(Under) Expenditures:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (15,779)</b>

# HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 12

## INTERIM FINANCIAL REPORTS (Unaudited)

### GENERAL FUNDS DETAIL BY DIVISION

### ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR

Fiscal year to date: October 31, 2019

#### Facilities-Records Management Services

	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b>REVENUES &amp; OTHER RESOURCES</b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ 1,826,425	\$ 499,971	\$ 349,700
Local Property Tax Rev-Current	11,424	-	-
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	90,000	7,533	5,660
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
<b>Total Revenues:</b>	<b>\$ 1,927,849</b>	<b>\$ 507,504</b>	<b>\$ 355,360</b>
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	106,827	-	-
<b>Total Other Resources:</b>	<b>\$ 106,827</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Revenues &amp; Other Resources:</b>	<b>\$ 2,034,676</b>	<b>\$ 507,504</b>	<b>\$ 355,360</b>
<b>EXPENDITURES &amp; OTHER USES</b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	905,097	141,838	134,322
Contracted & Professional Services	130,900	36,639	41,176
Supplies & Materials	220,450	84,175	90,222
Other Operating Costs	778,229	130,978	127,428
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<b>\$ 2,034,676</b>	<b>\$ 393,630</b>	<b>\$ 393,148</b>
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures &amp; Other Uses:</b>	<b>\$ 2,034,676</b>	<b>\$ 393,630</b>	<b>\$ 393,148</b>
<b>Revenue Over/(Under) Expenditures:</b>	<b>\$ -</b>	<b>\$ 113,875</b>	<b>\$ (37,787)</b>

# HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 12

## INTERIM FINANCIAL REPORTS (Unaudited)

### GENERAL FUNDS DETAIL BY DIVISION

### ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR

Fiscal year to date: October 31, 2019

Head Start-Local			
	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ -	\$ -	\$ -
Local Property Tax Rev-Current	5,000	-	-
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
<b>Total Revenues:</b>	<b>\$ 5,000</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Revenues &amp; Other Resources:</b>	<b>\$ 5,000</b>	<b>\$ -</b>	<b>\$ -</b>
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	-	-	-
Contracted & Professional Services	-	-	430
Supplies & Materials	-	-	-
Other Operating Costs	5,000	866	46
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<b>\$ 5,000</b>	<b>\$ 866</b>	<b>\$ 476</b>
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures &amp; Other Uses:</b>	<b>\$ 5,000</b>	<b>\$ 866</b>	<b>\$ 476</b>
<b>Revenue Over/(Under) Expenditures:</b>	<b>\$ -</b>	<b>\$ (866)</b>	<b>\$ (476)</b>

**HARRIS COUNTY DEPARTMENT OF EDUCATION**

Schedule 12

**INTERIM FINANCIAL REPORTS (Unaudited)****GENERAL FUNDS DETAIL BY DIVISION****ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**

Fiscal year to date: October 31, 2019

<b>Human Resources</b>			
	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ -	\$ -	\$ -
Local Property Tax Rev-Current	805,161	-	-
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	275,855	19,920	15,654
<b>Total Revenues:</b>	<b>\$ 1,081,016</b>	<b>\$ 19,920</b>	<b>\$ 15,654</b>
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Revenues &amp; Other Resources:</b>	<b>\$ 1,081,016</b>	<b>\$ 19,920</b>	<b>\$ 15,654</b>
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	854,906	144,947	136,708
Contracted & Professional Services	62,000	18,805	17,925
Supplies & Materials	54,000	2,525	4,467
Other Operating Costs	110,110	10,917	13,438
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<b>\$ 1,081,016</b>	<b>\$ 177,194</b>	<b>\$ 172,538</b>
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures &amp; Other Uses:</b>	<b>\$ 1,081,016</b>	<b>\$ 177,194</b>	<b>\$ 172,538</b>
<b>Revenue Over/(Under) Expenditures:</b>	<b>\$ -</b>	<b>\$ (157,274)</b>	<b>\$ (156,885)</b>



# HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 12

## INTERIM FINANCIAL REPORTS (Unaudited)

### GENERAL FUNDS DETAIL BY DIVISION

### ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR

Fiscal year to date: October 31, 2019

#### The Teaching and Learning Center-Bilingual Education

	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b>REVENUES &amp; OTHER RESOURCES</b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ 85,000	\$ 12,100	\$ -
Local Property Tax Rev-Current	68,320	-	-
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
<b>Total Revenues:</b>	<b>\$ 153,320</b>	<b>\$ 12,100</b>	<b>\$ -</b>
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Revenues &amp; Other Resources:</b>	<b>\$ 153,320</b>	<b>\$ 12,100</b>	<b>\$ -</b>
<b>EXPENDITURES &amp; OTHER USES</b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	65,001	11,105	10,434
Contracted & Professional Services	49,962	30,538	9,000
Supplies & Materials	23,122	4,730	12,776
Other Operating Costs	15,235	334	199
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<b>\$ 153,320</b>	<b>\$ 46,707</b>	<b>\$ 32,409</b>
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures &amp; Other Uses:</b>	<b>\$ 153,320</b>	<b>\$ 46,707</b>	<b>\$ 32,409</b>
<b>Revenue Over/(Under) Expenditures:</b>	<b>\$ -</b>	<b>\$ (34,607)</b>	<b>\$ (32,409)</b>

# HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 12

## INTERIM FINANCIAL REPORTS (Unaudited)

### GENERAL FUNDS DETAIL BY DIVISION

### ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR

Fiscal year to date: October 31, 2019

#### The Teaching and Learning Center-Digital Learning

	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ -	\$ -	\$ 1,040
Local Property Tax Rev-Current	-	-	-
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
<b>Total Revenues:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,040</b>
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Revenues &amp; Other Resources:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,040</b>
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	-	-	-
Contracted & Professional Services	-	-	-
Supplies & Materials	-	-	-
Other Operating Costs	-	-	-
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures &amp; Other Uses:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Revenue Over/(Under) Expenditures:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,040</b>

**HARRIS COUNTY DEPARTMENT OF EDUCATION**

Schedule 12

**INTERIM FINANCIAL REPORTS (Unaudited)****GENERAL FUNDS DETAIL BY DIVISION****ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**

Fiscal year to date: October 31, 2019

**The Teaching and Learning Center-Digital Education and Innovation**

	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ 259,919	\$ 104,789	\$ 29,550
Local Property Tax Rev-Current	-	-	-
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
<b>Total Revenues:</b>	<b>\$ 259,919</b>	<b>\$ 104,789</b>	<b>\$ 29,550</b>
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Revenues &amp; Other Resources:</b>	<b>\$ 259,919</b>	<b>\$ 104,789</b>	<b>\$ 29,550</b>
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	175,646	28,697	33,328
Contracted & Professional Services	9,900	3,339	163
Supplies & Materials	6,300	1,181	-
Other Operating Costs	13,340	1,946	777
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<b>\$ 205,186</b>	<b>\$ 35,163</b>	<b>\$ 34,267</b>
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures &amp; Other Uses:</b>	<b>\$ 205,186</b>	<b>\$ 35,163</b>	<b>\$ 34,267</b>
<b>Revenue Over/(Under) Expenditures:</b>	<b>\$ 54,733</b>	<b>\$ 69,626</b>	<b>\$ (4,717)</b>

# HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 12

## INTERIM FINANCIAL REPORTS (Unaudited)

### GENERAL FUNDS DETAIL BY DIVISION

### ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR

Fiscal year to date: October 31, 2019

#### The Teaching and Learning Center-TLC (Division Wide)

	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b>REVENUES &amp; OTHER RESOURCES</b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ -	\$ -	\$ -
Local Property Tax Rev-Current	308,041	-	-
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
<b>Total Revenues:</b>	<b>\$ 308,041</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Revenues &amp; Other Resources:</b>	<b>\$ 308,041</b>	<b>\$ -</b>	<b>\$ -</b>
<b>EXPENDITURES &amp; OTHER USES</b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	242,564	36,921	35,592
Contracted & Professional Services	13,413	281	202
Supplies & Materials	8,797	3,836	4,597
Other Operating Costs	43,267	6,456	12,485
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<b>\$ 308,041</b>	<b>\$ 47,494</b>	<b>\$ 52,876</b>
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures &amp; Other Uses:</b>	<b>\$ 308,041</b>	<b>\$ 47,494</b>	<b>\$ 52,876</b>
<b>Revenue Over/(Under) Expenditures:</b>	<b>\$ -</b>	<b>\$ (47,494)</b>	<b>\$ (52,876)</b>

# HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 12

## INTERIM FINANCIAL REPORTS (Unaudited)

### GENERAL FUNDS DETAIL BY DIVISION

### ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR

Fiscal year to date: October 31, 2019

#### The Teaching and Learning Center-Early Childhood Winter Conference

	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b>REVENUES &amp; OTHER RESOURCES</b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ 100,000	\$ 8,310	\$ 10,485
Local Property Tax Rev-Current	61,747	-	-
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
<b>Total Revenues:</b>	<b>\$ 161,747</b>	<b>\$ 8,310</b>	<b>\$ 10,485</b>
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Revenues &amp; Other Resources:</b>	<b>\$ 161,747</b>	<b>\$ 8,310</b>	<b>\$ 10,485</b>
<b>EXPENDITURES &amp; OTHER USES</b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	67,047	11,305	13,551
Contracted & Professional Services	58,000	28,810	51,644
Supplies & Materials	11,200	409	1,402
Other Operating Costs	25,500	126	353
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<b>\$ 161,747</b>	<b>\$ 40,650</b>	<b>\$ 66,950</b>
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures &amp; Other Uses:</b>	<b>\$ 161,747</b>	<b>\$ 40,650</b>	<b>\$ 66,950</b>
<b>Revenue Over/(Under) Expenditures:</b>	<b>\$ -</b>	<b>\$ (32,340)</b>	<b>\$ (56,465)</b>

**HARRIS COUNTY DEPARTMENT OF EDUCATION**

Schedule 12

**INTERIM FINANCIAL REPORTS (Unaudited)****GENERAL FUNDS DETAIL BY DIVISION****ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**

Fiscal year to date: October 31, 2019

**The Teaching and Learning Center-English Language Arts**

	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ 155,000	\$ 10,980	\$ 57,330
Local Property Tax Rev-Current	35,889	-	-
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
<b>Total Revenues:</b>	<b>\$ 190,889</b>	<b>\$ 10,980</b>	<b>\$ 57,330</b>
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Revenues &amp; Other Resources:</b>	<b>\$ 190,889</b>	<b>\$ 10,980</b>	<b>\$ 57,330</b>
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	100,800	17,028	12,492
Contracted & Professional Services	46,360	11,038	18,638
Supplies & Materials	18,757	1,290	1,799
Other Operating Costs	24,972	1,205	1,211
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<b>\$ 190,889</b>	<b>\$ 30,561</b>	<b>\$ 34,140</b>
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures &amp; Other Uses:</b>	<b>\$ 190,889</b>	<b>\$ 30,561</b>	<b>\$ 34,140</b>
<b>Revenue Over/(Under) Expenditures:</b>	<b>\$ -</b>	<b>\$ (19,581)</b>	<b>\$ 23,190</b>

# HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 12

## INTERIM FINANCIAL REPORTS (Unaudited)

### GENERAL FUNDS DETAIL BY DIVISION

### ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR

Fiscal year to date: October 31, 2019

#### The Teaching and Learning Center-Math

	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b>REVENUES &amp; OTHER RESOURCES</b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ 186,150	\$ 14,430	\$ 14,744
Local Property Tax Rev-Current	31,070	-	-
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
<b>Total Revenues:</b>	<b>\$ 217,220</b>	<b>\$ 14,430</b>	<b>\$ 14,744</b>
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Revenues &amp; Other Resources:</b>	<b>\$ 217,220</b>	<b>\$ 14,430</b>	<b>\$ 14,744</b>
<b>EXPENDITURES &amp; OTHER USES</b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	135,226	22,727	23,563
Contracted & Professional Services	50,456	39,238	49,700
Supplies & Materials	12,487	785	545
Other Operating Costs	19,051	1,304	862
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<b>\$ 217,220</b>	<b>\$ 64,054</b>	<b>\$ 74,669</b>
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures &amp; Other Uses:</b>	<b>\$ 217,220</b>	<b>\$ 64,054</b>	<b>\$ 74,669</b>
<b>Revenue Over/(Under) Expenditures:</b>	<b>\$ -</b>	<b>\$ (49,624)</b>	<b>\$ (59,925)</b>

# HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 12

## INTERIM FINANCIAL REPORTS (Unaudited)

### GENERAL FUNDS DETAIL BY DIVISION

### ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR

Fiscal year to date: October 31, 2019

#### The Teaching and Learning Center-Professional Development

	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ 39,000	\$ -	\$ -
Local Property Tax Rev-Current	-	-	-
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
<b>Total Revenues:</b>	<b>\$ 39,000</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Revenues &amp; Other Resources:</b>	<b>\$ 39,000</b>	<b>\$ -</b>	<b>\$ -</b>
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	-	-	-
Contracted & Professional Services	26,500	15,750	-
Supplies & Materials	7,000	-	-
Other Operating Costs	5,500	-	-
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<b>\$ 39,000</b>	<b>\$ 15,750</b>	<b>\$ -</b>
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures &amp; Other Uses:</b>	<b>\$ 39,000</b>	<b>\$ 15,750</b>	<b>\$ -</b>
<b>Revenue Over/(Under) Expenditures:</b>	<b>\$ -</b>	<b>\$ (15,750)</b>	<b>\$ -</b>



**HARRIS COUNTY DEPARTMENT OF EDUCATION**

Schedule 12

**INTERIM FINANCIAL REPORTS (Unaudited)****GENERAL FUNDS DETAIL BY DIVISION****ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**

Fiscal year to date: October 31, 2019

**The Teaching and Learning Center-Science**

	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ 91,000	\$ 6,095	\$ 7,530
Local Property Tax Rev-Current	18,707	-	-
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
<b>Total Revenues:</b>	<b>\$ 109,707</b>	<b>\$ 6,095</b>	<b>\$ 7,530</b>
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Revenues &amp; Other Resources:</b>	<b>\$ 109,707</b>	<b>\$ 6,095</b>	<b>\$ 7,530</b>
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	78,484	11,418	19,187
Contracted & Professional Services	7,062	5,688	6,538
Supplies & Materials	11,800	1,554	281
Other Operating Costs	12,361	633	549
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<b>\$ 109,707</b>	<b>\$ 19,293</b>	<b>\$ 26,554</b>
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures &amp; Other Uses:</b>	<b>\$ 109,707</b>	<b>\$ 19,293</b>	<b>\$ 26,554</b>
<b>Revenue Over/(Under) Expenditures:</b>	<b>\$ -</b>	<b>\$ (13,198)</b>	<b>\$ (19,024)</b>

**HARRIS COUNTY DEPARTMENT OF EDUCATION**

Schedule 12

**INTERIM FINANCIAL REPORTS (Unaudited)****GENERAL FUNDS DETAIL BY DIVISION****ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**

Fiscal year to date: October 31, 2019

**The Teaching and Learning Center-Social Studies**

	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ 47,900	\$ 850	\$ 4,950
Local Property Tax Rev-Current	5,168	-	-
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
<b>Total Revenues:</b>	<b>\$ 53,068</b>	<b>\$ 850</b>	<b>\$ 4,950</b>
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Revenues &amp; Other Resources:</b>	<b>\$ 53,068</b>	<b>\$ 850</b>	<b>\$ 4,950</b>
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	31,833	5,234	8,450
Contracted & Professional Services	9,485	3,355	785
Supplies & Materials	7,100	415	149
Other Operating Costs	4,650	-	-
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<b>\$ 53,068</b>	<b>\$ 9,005</b>	<b>\$ 9,384</b>
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures &amp; Other Uses:</b>	<b>\$ 53,068</b>	<b>\$ 9,005</b>	<b>\$ 9,384</b>
<b>Revenue Over/(Under) Expenditures:</b>	<b>\$ -</b>	<b>\$ (8,155)</b>	<b>\$ (4,434)</b>

# HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 12

## INTERIM FINANCIAL REPORTS (Unaudited)

### GENERAL FUNDS DETAIL BY DIVISION

### ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR

Fiscal year to date: October 31, 2019

#### The Teaching and Learning Center-Speaker Series

	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b>REVENUES &amp; OTHER RESOURCES</b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ 143,970	\$ 10,245	\$ 98,990
Local Property Tax Rev-Current	31,669	-	-
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
<b>Total Revenues:</b>	<b>\$ 175,639</b>	<b>\$ 10,245</b>	<b>\$ 98,990</b>
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Revenues &amp; Other Resources:</b>	<b>\$ 175,639</b>	<b>\$ 10,245</b>	<b>\$ 98,990</b>
<b>EXPENDITURES &amp; OTHER USES</b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	63,779	11,195	7,103
Contracted & Professional Services	83,970	68,885	63,500
Supplies & Materials	16,900	10,838	8,542
Other Operating Costs	10,990	1,381	2,075
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<b>\$ 175,639</b>	<b>\$ 92,300</b>	<b>\$ 81,220</b>
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures &amp; Other Uses:</b>	<b>\$ 175,639</b>	<b>\$ 92,300</b>	<b>\$ 81,220</b>
<b>Revenue Over/(Under) Expenditures:</b>	<b>\$ -</b>	<b>\$ (82,055)</b>	<b>\$ 17,770</b>

# HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 12

## INTERIM FINANCIAL REPORTS (Unaudited)

### GENERAL FUNDS DETAIL BY DIVISION

### ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR

Fiscal year to date: October 31, 2019

#### The Teaching and Learning Center-Special Education

	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b>REVENUES &amp; OTHER RESOURCES</b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ 69,000	\$ 1,175	\$ (2,654)
Local Property Tax Rev-Current	8,561	-	-
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
<b>Total Revenues:</b>	<b>\$ 77,561</b>	<b>\$ 1,175</b>	<b>\$ (2,654)</b>
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Revenues &amp; Other Resources:</b>	<b>\$ 77,561</b>	<b>\$ 1,175</b>	<b>\$ (2,654)</b>
<b>EXPENDITURES &amp; OTHER USES</b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	65,005	10,942	10,271
Contracted & Professional Services	8,575	-	-
Supplies & Materials	1,277	-	-
Other Operating Costs	2,704	-	-
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<b>\$ 77,561</b>	<b>\$ 10,942</b>	<b>\$ 10,271</b>
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures &amp; Other Uses:</b>	<b>\$ 77,561</b>	<b>\$ 10,942</b>	<b>\$ 10,271</b>
<b>Revenue Over/(Under) Expenditures:</b>	<b>\$ -</b>	<b>\$ (9,767)</b>	<b>\$ (12,925)</b>

**HARRIS COUNTY DEPARTMENT OF EDUCATION**

Schedule 12

**INTERIM FINANCIAL REPORTS (Unaudited)****GENERAL FUNDS DETAIL BY DIVISION****ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**

Fiscal year to date: October 31, 2019

<b>Purchasing Support Services</b>			
	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ -	\$ -	\$ -
Local Property Tax Rev-Current	592,322	-	-
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
<b>Total Revenues:</b>	<b>\$ 592,322</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Revenues &amp; Other Resources:</b>	<b>\$ 592,322</b>	<b>\$ -</b>	<b>\$ -</b>
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	500,740	85,395	71,480
Contracted & Professional Services	28,050	-	5,200
Supplies & Materials	24,200	2,072	1,404
Other Operating Costs	39,332	11,221	8,250
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<b>\$ 592,322</b>	<b>\$ 98,688</b>	<b>\$ 86,334</b>
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures &amp; Other Uses:</b>	<b>\$ 592,322</b>	<b>\$ 98,688</b>	<b>\$ 86,334</b>
<b>Revenue Over/(Under) Expenditures:</b>	<b>\$ -</b>	<b>\$ (98,688)</b>	<b>\$ (86,334)</b>

**HARRIS COUNTY DEPARTMENT OF EDUCATION**

Schedule 12

**INTERIM FINANCIAL REPORTS (Unaudited)****GENERAL FUNDS DETAIL BY DIVISION****ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**

Fiscal year to date: October 31, 2019

**QZAB & Maint Tax Notes FD****REVENUES & OTHER RESOURCES****Revenues**

	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
Customer Fees/Charges	\$ -	\$ -	\$ -
Local Property Tax Rev-Current	-	-	-
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	8,785
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
<b>Total Revenues:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 8,785</b>

**Other Resources**

Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Revenues &amp; Other Resources:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 8,785</b>

**EXPENDITURES & OTHER USES****Expenditures & Encumbrances**

Payroll Costs	-	-	-
Contracted & Professional Services	-	-	-
Supplies & Materials	-	-	-
Other Operating Costs	-	-	-
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**Other Uses**

Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures &amp; Other Uses:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Revenue Over/(Under) Expenditures:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 8,785</b>

# HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 12

## INTERIM FINANCIAL REPORTS (Unaudited)

### GENERAL FUNDS DETAIL BY DIVISION

### ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR

Fiscal year to date: October 31, 2019

Research & Evaluation Institute			
	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b>REVENUES &amp; OTHER RESOURCES</b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ 106,688	\$ -	\$ -
Local Property Tax Rev-Current	537,055	-	-
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
<b>Total Revenues:</b>	<b>\$ 643,743</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Revenues &amp; Other Resources:</b>	<b>\$ 643,743</b>	<b>\$ -</b>	<b>\$ -</b>
<b>EXPENDITURES &amp; OTHER USES</b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	585,559	93,872	85,681
Contracted & Professional Services	4,906	242	38
Supplies & Materials	30,239	2,049	2,007
Other Operating Costs	23,039	1,661	3,543
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<b>\$ 643,743</b>	<b>\$ 97,825</b>	<b>\$ 91,269</b>
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures &amp; Other Uses:</b>	<b>\$ 643,743</b>	<b>\$ 97,825</b>	<b>\$ 91,269</b>
<b>Revenue Over/(Under) Expenditures:</b>	<b>\$ -</b>	<b>\$ (97,825)</b>	<b>\$ (91,269)</b>

# HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 12

## INTERIM FINANCIAL REPORTS (Unaudited)

### GENERAL FUNDS DETAIL BY DIVISION

### ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR

Fiscal year to date: October 31, 2019

Texas Center for Grants Development			
	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b>REVENUES &amp; OTHER RESOURCES</b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ 1,000	\$ 395	\$ 585
Local Property Tax Rev-Current	592,835	-	-
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
<b>Total Revenues:</b>	<b>\$ 593,835</b>	<b>\$ 395</b>	<b>\$ 585</b>
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Revenues &amp; Other Resources:</b>	<b>\$ 593,835</b>	<b>\$ 395</b>	<b>\$ 585</b>
<b>EXPENDITURES &amp; OTHER USES</b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	536,564	88,187	85,216
Contracted & Professional Services	4,400	446	202
Supplies & Materials	23,303	13,498	3,153
Other Operating Costs	29,568	2,421	5,756
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<b>\$ 593,835</b>	<b>\$ 104,551</b>	<b>\$ 94,328</b>
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures &amp; Other Uses:</b>	<b>\$ 593,835</b>	<b>\$ 104,551</b>	<b>\$ 94,328</b>
<b>Revenue Over/(Under) Expenditures:</b>	<b>\$ -</b>	<b>\$ (104,156)</b>	<b>\$ (93,743)</b>



# HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 12

## INTERIM FINANCIAL REPORTS (Unaudited)

### GENERAL FUNDS DETAIL BY DIVISION

### ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR

Fiscal year to date: October 31, 2019

Retirement Leave Benefits Fund			
	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b>REVENUES &amp; OTHER RESOURCES</b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ -	\$ -	\$ -
Local Property Tax Rev-Current	100,000	-	-
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
<b>Total Revenues:</b>	<b>\$ 100,000</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Revenues &amp; Other Resources:</b>	<b>\$ 100,000</b>	<b>\$ -</b>	<b>\$ -</b>
<b>EXPENDITURES &amp; OTHER USES</b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	100,000	100,259	41,838
Contracted & Professional Services	-	-	-
Supplies & Materials	-	-	-
Other Operating Costs	-	-	-
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<b>\$ 100,000</b>	<b>\$ 100,259</b>	<b>\$ 41,838</b>
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures &amp; Other Uses:</b>	<b>\$ 100,000</b>	<b>\$ 100,259</b>	<b>\$ 41,838</b>
<b>Revenue Over/(Under) Expenditures:</b>	<b>\$ -</b>	<b>\$ (100,259)</b>	<b>\$ (41,838)</b>

# HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 12

## INTERIM FINANCIAL REPORTS (Unaudited)

### GENERAL FUNDS DETAIL BY DIVISION

### ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR

Fiscal year to date: October 31, 2019

Scholastic Arts			
	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b>REVENUES &amp; OTHER RESOURCES</b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ 10,000	\$ 565	\$ 5
Local Property Tax Rev-Current	167,707	-	-
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	6,000	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
<b>Total Revenues:</b>	<b>\$ 183,707</b>	<b>\$ 565</b>	<b>\$ 5</b>
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Revenues &amp; Other Resources:</b>	<b>\$ 183,707</b>	<b>\$ 565</b>	<b>\$ 5</b>
<b>EXPENDITURES &amp; OTHER USES</b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	127,561	21,951	6,448
Contracted & Professional Services	18,585	38	-
Supplies & Materials	7,231	131	5
Other Operating Costs	30,330	1,618	1,071
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<b>\$ 183,707</b>	<b>\$ 23,737</b>	<b>\$ 7,524</b>
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures &amp; Other Uses:</b>	<b>\$ 183,707</b>	<b>\$ 23,737</b>	<b>\$ 7,524</b>
<b>Revenue Over/(Under) Expenditures:</b>	<b>\$ -</b>	<b>\$ (23,172)</b>	<b>\$ (7,519)</b>

# HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 12

## INTERIM FINANCIAL REPORTS (Unaudited)

### GENERAL FUNDS DETAIL BY DIVISION

### ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR

Fiscal year to date: October 31, 2019

#### Special Schools & Services-Academic and Behavior School East

	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b>REVENUES &amp; OTHER RESOURCES</b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ 3,469,001	\$ 41,210	\$ -
Local Property Tax Rev-Current	864,332	-	-
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	-	313
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
<b>Total Revenues:</b>	<b>\$ 4,333,333</b>	<b>\$ 41,210</b>	<b>\$ 313</b>
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Revenues &amp; Other Resources:</b>	<b>\$ 4,333,333</b>	<b>\$ 41,210</b>	<b>\$ 313</b>
<b>EXPENDITURES &amp; OTHER USES</b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	3,771,843	560,313	552,123
Contracted & Professional Services	161,810	57,677	65,254
Supplies & Materials	42,180	12,658	7,239
Other Operating Costs	357,500	57,298	70,089
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<b>\$ 4,333,333</b>	<b>\$ 687,946</b>	<b>\$ 694,705</b>
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures &amp; Other Uses:</b>	<b>\$ 4,333,333</b>	<b>\$ 687,946</b>	<b>\$ 694,705</b>
<b>Revenue Over/(Under) Expenditures:</b>	<b>\$ -</b>	<b>\$ (646,736)</b>	<b>\$ (694,392)</b>

**HARRIS COUNTY DEPARTMENT OF EDUCATION**

Schedule 12

**INTERIM FINANCIAL REPORTS (Unaudited)****GENERAL FUNDS DETAIL BY DIVISION****ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**

Fiscal year to date: October 31, 2019

**Special Schools & Services-Academic and Behavior School West**

	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ 3,117,600	\$ -	\$ 10,150
Local Property Tax Rev-Current	690,033	-	-
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	2,000	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
<b>Total Revenues:</b>	<b>\$ 3,809,633</b>	<b>\$ -</b>	<b>\$ 10,150</b>
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Revenues &amp; Other Resources:</b>	<b>\$ 3,809,633</b>	<b>\$ -</b>	<b>\$ 10,150</b>
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	3,433,604	525,297	510,563
Contracted & Professional Services	108,745	29,755	29,616
Supplies & Materials	66,010	21,549	11,906
Other Operating Costs	201,274	34,487	39,462
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<b>\$ 3,809,633</b>	<b>\$ 611,088</b>	<b>\$ 591,546</b>
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures &amp; Other Uses:</b>	<b>\$ 3,809,633</b>	<b>\$ 611,088</b>	<b>\$ 591,546</b>
<b>Revenue Over/(Under) Expenditures:</b>	<b>\$ -</b>	<b>\$ (611,088)</b>	<b>\$ (581,396)</b>

# HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 12

## INTERIM FINANCIAL REPORTS (Unaudited)

### GENERAL FUNDS DETAIL BY DIVISION

### ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR

Fiscal year to date: October 31, 2019

#### Special Schools & Services-Fortis Academy

	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b>REVENUES &amp; OTHER RESOURCES</b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ 196,250	\$ -	\$ -
Local Property Tax Rev-Current	580,609	-	-
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
<b>Total Revenues:</b>	<b>\$ 776,859</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	500,000	-	-
<b>Total Other Resources:</b>	<b>\$ 500,000</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Revenues &amp; Other Resources:</b>	<b>\$ 1,276,859</b>	<b>\$ -</b>	<b>\$ -</b>
<b>EXPENDITURES &amp; OTHER USES</b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	772,436	128,487	124,803
Contracted & Professional Services	158,760	30,862	30,220
Supplies & Materials	123,240	17,671	31,177
Other Operating Costs	222,423	29,746	37,691
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<b>\$ 1,276,859</b>	<b>\$ 206,767</b>	<b>\$ 223,890</b>
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures &amp; Other Uses:</b>	<b>\$ 1,276,859</b>	<b>\$ 206,767</b>	<b>\$ 223,890</b>
<b>Revenue Over/(Under) Expenditures:</b>	<b>\$ -</b>	<b>\$ (206,767)</b>	<b>\$ (223,890)</b>

# HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 12

## INTERIM FINANCIAL REPORTS (Unaudited)

### GENERAL FUNDS DETAIL BY DIVISION

### ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR

Fiscal year to date: October 31, 2019

#### Special Schools & Services-Highpoint East School

	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ 2,094,473	\$ 1,800	\$ -
Local Property Tax Rev-Current	1,265,871	-	-
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
<b>Total Revenues:</b>	<b>\$ 3,360,344</b>	<b>\$ 1,800</b>	<b>\$ -</b>
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Revenues &amp; Other Resources:</b>	<b>\$ 3,360,344</b>	<b>\$ 1,800</b>	<b>\$ -</b>
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	2,621,274	414,830	372,024
Contracted & Professional Services	233,920	89,312	86,584
Supplies & Materials	103,720	35,426	39,925
Other Operating Costs	401,430	64,825	70,154
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<b>\$ 3,360,344</b>	<b>\$ 604,393</b>	<b>\$ 568,688</b>
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures &amp; Other Uses:</b>	<b>\$ 3,360,344</b>	<b>\$ 604,393</b>	<b>\$ 568,688</b>
<b>Revenue Over/(Under) Expenditures:</b>	<b>\$ -</b>	<b>\$ (602,593)</b>	<b>\$ (568,688)</b>

**HARRIS COUNTY DEPARTMENT OF EDUCATION**

Schedule 12

**INTERIM FINANCIAL REPORTS (Unaudited)****GENERAL FUNDS DETAIL BY DIVISION****ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**

Fiscal year to date: October 31, 2019

**Special Schools & Services-Special Schools Administration**

	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ -	\$ -	\$ -
Local Property Tax Rev-Current	808,577	-	-
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	7,020	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
<b>Total Revenues:</b>	<b>\$ 808,577</b>	<b>\$ 7,020</b>	<b>\$ -</b>
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Revenues &amp; Other Resources:</b>	<b>\$ 808,577</b>	<b>\$ 7,020</b>	<b>\$ -</b>
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	463,043	76,700	64,448
Contracted & Professional Services	166,590	5,825	1,464
Supplies & Materials	131,250	5,387	11,796
Other Operating Costs	47,694	3,169	8,688
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<b>\$ 808,577</b>	<b>\$ 91,081</b>	<b>\$ 86,396</b>
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures &amp; Other Uses:</b>	<b>\$ 808,577</b>	<b>\$ 91,081</b>	<b>\$ 86,396</b>
<b>Revenue Over/(Under) Expenditures:</b>	<b>\$ -</b>	<b>\$ (84,061)</b>	<b>\$ (86,396)</b>

# HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 12

## INTERIM FINANCIAL REPORTS (Unaudited)

### GENERAL FUNDS DETAIL BY DIVISION

### ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR

Fiscal year to date: October 31, 2019

Superintendent's Office			
	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ -	\$ -	\$ -
Local Property Tax Rev-Current	527,344	-	-
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
<b>Total Revenues:</b>	<b>\$ 527,344</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Revenues &amp; Other Resources:</b>	<b>\$ 527,344</b>	<b>\$ -</b>	<b>\$ -</b>
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	417,988	65,498	62,252
Contracted & Professional Services	50,157	1,239	105
Supplies & Materials	12,550	2,308	62
Other Operating Costs	46,649	3,924	5,596
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<b>\$ 527,344</b>	<b>\$ 72,969</b>	<b>\$ 68,015</b>
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures &amp; Other Uses:</b>	<b>\$ 527,344</b>	<b>\$ 72,969</b>	<b>\$ 68,015</b>
<b>Revenue Over/(Under) Expenditures:</b>	<b>\$ -</b>	<b>\$ (72,969)</b>	<b>\$ (68,015)</b>



# HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 12

## INTERIM FINANCIAL REPORTS (Unaudited)

### GENERAL FUNDS DETAIL BY DIVISION

### ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR

Fiscal year to date: October 31, 2019

State TEA Employee Portion Health Ins			
	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b>REVENUES &amp; OTHER RESOURCES</b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ -	\$ -	\$ -
Local Property Tax Rev-Current	-	-	-
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	101,455	79,414
Local Grants	-	-	-
Other Local Revenues	-	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
<b>Total Revenues:</b>	<b>\$ -</b>	<b>\$ 101,455</b>	<b>\$ 79,414</b>
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Revenues &amp; Other Resources:</b>	<b>\$ -</b>	<b>\$ 101,455</b>	<b>\$ 79,414</b>
<b>EXPENDITURES &amp; OTHER USES</b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	-	-	90,650
Contracted & Professional Services	-	-	-
Supplies & Materials	-	-	-
Other Operating Costs	-	-	-
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 90,650</b>
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures &amp; Other Uses:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 90,650</b>
<b>Revenue Over/(Under) Expenditures:</b>	<b>\$ -</b>	<b>\$ 101,455</b>	<b>\$ (11,236)</b>

**HARRIS COUNTY DEPARTMENT OF EDUCATION**

Schedule 12

**INTERIM FINANCIAL REPORTS (Unaudited)****GENERAL FUNDS DETAIL BY DIVISION****ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**

Fiscal year to date: October 31, 2019

<b>State TRS On Behalf Payments</b>			
	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ -	\$ -	\$ -
Local Property Tax Rev-Current	-	-	-
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
<b>Total Revenues:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	2,750,000	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	<b>\$ 2,750,000</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Revenues &amp; Other Resources:</b>	<b>\$ 2,750,000</b>	<b>\$ -</b>	<b>\$ -</b>
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	2,750,000	-	-
Contracted & Professional Services	-	-	-
Supplies & Materials	-	-	-
Other Operating Costs	-	-	-
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<b>\$ 2,750,000</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures &amp; Other Uses:</b>	<b>\$ 2,750,000</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Revenue Over/(Under) Expenditures:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

**HARRIS COUNTY DEPARTMENT OF EDUCATION**

Schedule 12

**INTERIM FINANCIAL REPORTS (Unaudited)****GENERAL FUNDS DETAIL BY DIVISION****ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**

Fiscal year to date: October 31, 2019

**Technology-Chief Communications Officer**

	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ -	\$ -	\$ -
Local Property Tax Rev-Current	197,545	-	-
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
<b>Total Revenues:</b>	<b>\$ 197,545</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Revenues &amp; Other Resources:</b>	<b>\$ 197,545</b>	<b>\$ -</b>	<b>\$ -</b>
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	176,340	30,108	30,245
Contracted & Professional Services	1,500	38	941
Supplies & Materials	6,000	30	30
Other Operating Costs	13,705	788	2,995
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<b>\$ 197,545</b>	<b>\$ 30,963</b>	<b>\$ 34,210</b>
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures &amp; Other Uses:</b>	<b>\$ 197,545</b>	<b>\$ 30,963</b>	<b>\$ 34,210</b>
<b>Revenue Over/(Under) Expenditures:</b>	<b>\$ -</b>	<b>\$ (30,963)</b>	<b>\$ (34,210)</b>

# HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 12

## INTERIM FINANCIAL REPORTS (Unaudited)

### GENERAL FUNDS DETAIL BY DIVISION

### ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR

Fiscal year to date: October 31, 2019

#### Technology-Technology Support Services

	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b>REVENUES &amp; OTHER RESOURCES</b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ 18,203	\$ -	\$ -
Local Property Tax Rev-Current	2,781,530	-	-
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	833,213	60,931	47,881
<b>Total Revenues:</b>	<b>\$ 3,632,946</b>	<b>\$ 60,931</b>	<b>\$ 47,881</b>
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Revenues &amp; Other Resources:</b>	<b>\$ 3,632,946</b>	<b>\$ 60,931</b>	<b>\$ 47,881</b>
<b>EXPENDITURES &amp; OTHER USES</b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	2,142,818	331,632	318,426
Contracted & Professional Services	511,953	227,524	249,164
Supplies & Materials	880,292	186,286	75,681
Other Operating Costs	117,826	15,692	13,189
Debt Services	-	-	-
Capital Outlay	213,302	35,925	26,773
<b>Total Expenditures &amp; Encumbrances:</b>	<b>\$ 3,866,191</b>	<b>\$ 797,059</b>	<b>\$ 683,234</b>
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures &amp; Other Uses:</b>	<b>\$ 3,866,191</b>	<b>\$ 797,059</b>	<b>\$ 683,234</b>
<b>Revenue Over/(Under) Expenditures:</b>	<b>\$ (233,245)</b>	<b>\$ (736,128)</b>	<b>\$ (635,352)</b>

**HARRIS COUNTY DEPARTMENT OF EDUCATION**

Schedule 12

**INTERIM FINANCIAL REPORTS (Unaudited)****GENERAL FUNDS DETAIL BY DIVISION****ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**

Fiscal year to date: October 31, 2019

**School Based Therapy Services**

	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ 10,033,388	\$ 1,050,591	\$ 1,489,614
Local Property Tax Rev-Current	2,274,983	-	-
Local Property Tax Rev-Del, P&I	-	-	-
Investment Earnings	-	-	-
Insurance Recovery	-	-	-
FSP-Compensation	-	-	-
TEA-State Health Ins-Employee Portion	-	-	-
Local Grants	-	-	-
Other Local Revenues	-	-	-
Indirect Cost Rev-Local Grants	-	-	-
Indirect Cost Rev-State	-	-	-
Indirect Cost Rev-Federal Grants	-	-	-
<b>Total Revenues:</b>	<b>\$ 12,308,371</b>	<b>\$ 1,050,591</b>	<b>\$ 1,489,614</b>
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	-	-	-
Transfers In-Choice Partners	-	-	-
<b>Total Other Resources:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Revenues &amp; Other Resources:</b>	<b>\$ 12,308,371</b>	<b>\$ 1,050,591</b>	<b>\$ 1,489,614</b>
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	11,925,697	1,832,598	1,698,274
Contracted & Professional Services	43,900	5,258	5,564
Supplies & Materials	104,900	5,719	1,511
Other Operating Costs	233,874	23,434	22,542
Debt Services	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<b>\$ 12,308,371</b>	<b>\$ 1,867,010</b>	<b>\$ 1,727,891</b>
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	-	-	-
Transfers Out-Head Start Fund 205	-	-	-
Transfers Out-Debt Service	-	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	-	-	-
<b>Total Other Uses:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures &amp; Other Uses:</b>	<b>\$ 12,308,371</b>	<b>\$ 1,867,010</b>	<b>\$ 1,727,891</b>
<b>Revenue Over/(Under) Expenditures:</b>	<b>\$ -</b>	<b>\$ (816,419)</b>	<b>\$ (238,278)</b>

# HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 12

## INTERIM FINANCIAL REPORTS (Unaudited)

### GENERAL FUNDS DETAIL BY DIVISION

### ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR

Fiscal year to date: October 31, 2019

Total General Fund			
	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b>REVENUES &amp; OTHER RESOURCES</b>			
<b>Revenues</b>			
Customer Fees/Charges	\$ 23,145,627	\$ 1,908,837	\$ 2,198,183
Local Property Tax Rev-Current	24,294,517	566	246
Local Property Tax Rev-Del, P&I	150,000	49,811	80,218
Investment Earnings	453,590	99,663	83,389
Insurance Recovery	-	-	-
FSP-Compensation	300,000	49,970	39,115
TEA-State Health Ins-Employee Portion	-	101,455	79,414
Local Grants	-	-	-
Other Local Revenues	98,000	15,343	8,767
Indirect Cost Rev-Local Grants	727	-	-
Indirect Cost Rev-State	33,072	-	1,768
Indirect Cost Rev-Federal Grants	1,748,308	143,178	113,547
<b>Total Revenues:</b>	<b>\$ 50,223,841</b>	<b>\$ 2,368,824</b>	<b>\$ 2,604,648</b>
<b>Other Resources</b>			
Local HCTO Tax Collection Fees	-	-	-
State TRS Matching	2,750,000	-	-
Transfers In-Choice Partners	2,375,224	1,246,679	1,425,081
<b>Total Other Resources:</b>	<b>\$ 5,125,224</b>	<b>\$ 1,246,679</b>	<b>\$ 1,425,081</b>
<b>Total Revenues &amp; Other Resources:</b>	<b>\$ 55,349,065</b>	<b>\$ 3,615,504</b>	<b>\$ 4,029,730</b>
<b>EXPENDITURES &amp; OTHER USES</b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	38,120,427	5,591,799	5,379,697
Contracted & Professional Services	4,739,565	1,247,779	1,196,420
Supplies & Materials	2,347,614	515,166	358,765
Other Operating Costs	6,419,592	1,001,583	1,009,157
Debt Services	-	-	-
Capital Outlay	817,533	514,340	26,773
<b>Total Expenditures &amp; Encumbrances:</b>	<b>\$ 52,444,731</b>	<b>\$ 8,870,668</b>	<b>\$ 7,970,812</b>
<b>Other Uses</b>			
Transfers Out-Special Revenue Funds	550,787	-	-
Transfers Out-Head Start Fund 205	850,000	-	-
Transfers Out-Debt Service	2,917,611	-	-
Transfers Out-PFC Fund	-	-	-
Transfers Out-Department Wide	3,796,869	-	-
<b>Total Other Uses:</b>	<b>\$ 8,115,267</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures &amp; Other Uses:</b>	<b>\$ 60,559,998</b>	<b>\$ 8,870,668</b>	<b>\$ 7,970,812</b>
<b>Revenue Over/(Under) Expenditures:</b>	<b>\$ (5,210,933)</b>	<b>\$ (5,255,164)</b>	<b>\$ (3,941,082)</b>

# HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 13

## INTERIM FINANCIAL REPORTS (Unaudited)

### SPECIAL REVENUE FUNDS DETAIL BY DIVISION

### ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR

Fiscal year to date: October 31, 2019

Adult Education Program			
	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Local Revenues	\$ -	\$ -	\$ -
State Program Revenue	1,021,128	-	29,470
Federal Program Revenue	7,916,696	274,048	177,583
<b>Total Revenues:</b>	<b>\$ 8,937,824</b>	<b>\$ 274,048</b>	<b>\$ 207,054</b>
<b>Other Resources</b>			
Transfers In	-	-	-
<b>Total Other Resources:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Revenues &amp; Other Resources:</b>	<b>\$ 8,937,824</b>	<b>\$ 274,048</b>	<b>\$ 207,054</b>
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	7,362,334	522,544	595,360
Contracted & Professional Services	752,189	148,125	16,672
Supplies & Materials	550,709	238	5,630
Other Operating Costs	249,855	3,867	914
Capital Outlay	22,737	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<b>\$ 8,937,824</b>	<b>\$ 674,774</b>	<b>\$ 618,576</b>
<b>Other Uses</b>			
Transfers Out	-	-	-
<b>Total Other Uses:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures &amp; Other Uses:</b>	<b>\$ 8,937,824</b>	<b>\$ 674,774</b>	<b>\$ 618,576</b>
<b>Revenue Over/(Under) Expenditures:</b>	<b>\$ -</b>	<b>\$ (400,726)</b>	<b>\$ (411,522)</b>

**HARRIS COUNTY DEPARTMENT OF EDUCATION**

Schedule 13

INTERIM FINANCIAL REPORTS (Unaudited)

SPECIAL REVENUE FUNDS DETAIL BY DIVISION

ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR

Fiscal year to date: October 31, 2019

<b>Educator Certification and Professional Advancement</b>
--

	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Local Revenues	\$ -	\$ -	\$ -
State Program Revenue	-	-	-
Federal Program Revenue	20,000	-	-
<b>Total Revenues:</b>	<b>\$ 20,000</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Other Resources</b>			
Transfers In	-	-	-
<b>Total Other Resources:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Revenues &amp; Other Resources:</b>	<b>\$ 20,000</b>	<b>\$ -</b>	<b>\$ -</b>
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	-	-	-
Contracted & Professional Services	-	-	-
Supplies & Materials	-	-	-
Other Operating Costs	20,000	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<b>\$ 20,000</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Other Uses</b>			
Transfers Out	-	-	-
<b>Total Other Uses:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures &amp; Other Uses:</b>	<b>\$ 20,000</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Revenue Over/(Under) Expenditures:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>



# HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 13

## INTERIM FINANCIAL REPORTS (Unaudited)

### SPECIAL REVENUE FUNDS DETAIL BY DIVISION

### ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR

Fiscal year to date: October 31, 2019

Ctr A/S Summ & Exp Learn			
	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Local Revenues	\$ 844,250	\$ -	\$ -
State Program Revenue	-	-	-
Federal Program Revenue	6,023,776	671,272	844,512
<b>Total Revenues:</b>	<b>\$ 6,868,026</b>	<b>\$ 671,272</b>	<b>\$ 844,512</b>
<b>Other Resources</b>			
Transfers In	550,787	-	-
<b>Total Other Resources:</b>	<b>\$ 550,787</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Revenues &amp; Other Resources:</b>	<b>\$ 7,418,813</b>	<b>\$ 671,272</b>	<b>\$ 844,512</b>
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	1,834,673	249,542	144,219
Contracted & Professional Services	4,325,092	345,168	188,169
Supplies & Materials	436,075	49,697	11,830
Other Operating Costs	822,973	36,826	7,506
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<b>\$ 7,418,813</b>	<b>\$ 681,232</b>	<b>\$ 351,724</b>
<b>Other Uses</b>			
Transfers Out	-	-	-
<b>Total Other Uses:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures &amp; Other Uses:</b>	<b>\$ 7,418,813</b>	<b>\$ 681,232</b>	<b>\$ 351,724</b>
<b>Revenue Over/(Under) Expenditures:</b>	<b>\$ -</b>	<b>\$ (9,960)</b>	<b>\$ 492,788</b>

# HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 13

## INTERIM FINANCIAL REPORTS (Unaudited)

### SPECIAL REVENUE FUNDS DETAIL BY DIVISION

### ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR

Fiscal year to date: October 31, 2019

Head Start Program			
	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Local Revenues	\$ 4,663,845	\$ 7,413	\$ 16,081
State Program Revenue	-	-	-
Federal Program Revenue	20,189,319	1,196,254	1,066,940
<b>Total Revenues:</b>	<b>\$ 24,853,164</b>	<b>\$ 1,203,667</b>	<b>\$ 1,083,021</b>
<b>Other Resources</b>			
Transfers In	850,000	-	-
<b>Total Other Resources:</b>	<b>\$ 850,000</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Revenues &amp; Other Resources:</b>	<b>\$ 25,703,164</b>	<b>\$ 1,203,667</b>	<b>\$ 1,083,021</b>
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	14,893,559	1,975,848	1,825,485
Contracted & Professional Services	3,182,534	1,164,366	1,046,350
Supplies & Materials	2,457,892	306,544	578,840
Other Operating Costs	5,115,745	109,395	82,321
Capital Outlay	53,434	53,430	122,704
<b>Total Expenditures &amp; Encumbrances:</b>	<b>\$ 25,703,164</b>	<b>\$ 3,609,583</b>	<b>\$ 3,655,699</b>
<b>Other Uses</b>			
Transfers Out	-	-	-
<b>Total Other Uses:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures &amp; Other Uses:</b>	<b>\$ 25,703,164</b>	<b>\$ 3,609,583</b>	<b>\$ 3,655,699</b>
<b>Revenue Over/(Under) Expenditures:</b>	<b>\$ -</b>	<b>\$ (2,405,916)</b>	<b>\$ (2,572,678)</b>

**HARRIS COUNTY DEPARTMENT OF EDUCATION**

Schedule 13

INTERIM FINANCIAL REPORTS (Unaudited)

SPECIAL REVENUE FUNDS DETAIL BY DIVISION

ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR

Fiscal year to date: October 31, 2019

<b>The Teaching and Learning Center</b>
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	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Local Revenues	\$ -	\$ -	\$ -
State Program Revenue	-	-	-
Federal Program Revenue	-	-	-
<b>Total Revenues:</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Other Resources</b>			
Transfers In	-	-	-
<b>Total Other Resources:</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Total Revenues &amp; Other Resources:</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	-	-	-
Contracted & Professional Services	-	-	-
Supplies & Materials	-	-	-
Other Operating Costs	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Other Uses</b>			
Transfers Out	-	-	-
<b>Total Other Uses:</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Total Expenditures &amp; Other Uses:</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Revenue Over/(Under) Expenditures:</b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

**HARRIS COUNTY DEPARTMENT OF EDUCATION**

Schedule 13

INTERIM FINANCIAL REPORTS (Unaudited)

SPECIAL REVENUE FUNDS DETAIL BY DIVISION

ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR

Fiscal year to date: October 31, 2019

<b>Center for Safe and Secure Schools</b>			
	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Local Revenues	\$ -	\$ 3,002	\$ -
State Program Revenue	-	-	-
Federal Program Revenue	147,174	-	-
<b>Total Revenues:</b>	<b>\$ 147,174</b>	<b>\$ 3,002</b>	<b>\$ -</b>
<b>Other Resources</b>			
Transfers In	-	-	-
<b>Total Other Resources:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Revenues &amp; Other Resources:</b>	<b>\$ 147,174</b>	<b>\$ 3,002</b>	<b>\$ -</b>
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	97,996	18,195	-
Contracted & Professional Services	39,610	1,000	-
Supplies & Materials	3,750	502	-
Other Operating Costs	5,818	1,677	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<b>\$ 147,174</b>	<b>\$ 21,374</b>	<b>\$ -</b>
<b>Other Uses</b>			
Transfers Out	-	-	-
<b>Total Other Uses:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures &amp; Other Uses:</b>	<b>\$ 147,174</b>	<b>\$ 21,374</b>	<b>\$ -</b>
<b>Revenue Over/(Under) Expenditures:</b>	<b>\$ -</b>	<b>\$ (18,372)</b>	<b>\$ -</b>

# HARRIS COUNTY DEPARTMENT OF EDUCATION

Schedule 13

## INTERIM FINANCIAL REPORTS (Unaudited)

### SPECIAL REVENUE FUNDS DETAIL BY DIVISION

### ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR

Fiscal year to date: October 31, 2019

Special Schools - ABS East			
	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Local Revenues	\$ -	\$ -	\$ -
State Program Revenue	-	-	-
Federal Program Revenue	-	-	-
<b>Total Revenues:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Other Resources</b>			
Transfers In	-	-	-
<b>Total Other Resources:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Revenues &amp; Other Resources:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	-	-	-
Contracted & Professional Services	-	-	-
Supplies & Materials	-	3,990	3,713
Other Operating Costs	-	-	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<b>\$ -</b>	<b>\$ 3,990</b>	<b>\$ 3,713</b>
<b>Other Uses</b>			
Transfers Out	-	-	-
<b>Total Other Uses:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures &amp; Other Uses:</b>	<b>\$ -</b>	<b>\$ 3,990</b>	<b>\$ 3,713</b>
<b>Revenue Over/(Under) Expenditures:</b>	<b>\$ -</b>	<b>\$ (3,990)</b>	<b>\$ (3,713)</b>

**HARRIS COUNTY DEPARTMENT OF EDUCATION**

Schedule 13

INTERIM FINANCIAL REPORTS (Unaudited)

SPECIAL REVENUE FUNDS DETAIL BY DIVISION

ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR

Fiscal year to date: October 31, 2019

<b>Technology Support Services</b>			
	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Local Revenues	\$ -	\$ -	\$ -
State Program Revenue	-	-	-
Federal Program Revenue	7,714	-	-
<b>Total Revenues:</b>	<b>\$ 7,714</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Other Resources</b>			
Transfers In	-	-	-
<b>Total Other Resources:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Revenues &amp; Other Resources:</b>	<b>\$ 7,714</b>	<b>\$ -</b>	<b>\$ -</b>
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	3,450	-	-
Contracted & Professional Services	-	-	-
Supplies & Materials	1,096	706	-
Other Operating Costs	3,168	891	-
Capital Outlay	-	-	-
<b>Total Expenditures &amp; Encumbrances:</b>	<b>\$ 7,714</b>	<b>\$ 1,596</b>	<b>\$ -</b>
<b>Other Uses</b>			
Transfers Out	-	-	-
<b>Total Other Uses:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures &amp; Other Uses:</b>	<b>\$ 7,714</b>	<b>\$ 1,596</b>	<b>\$ -</b>
<b>Revenue Over/(Under) Expenditures:</b>	<b>\$ -</b>	<b>\$ (1,596)</b>	<b>\$ -</b>

**HARRIS COUNTY DEPARTMENT OF EDUCATION**

Schedule 13

**INTERIM FINANCIAL REPORTS (Unaudited)****SPECIAL REVENUE FUNDS DETAIL BY DIVISION****ACTUALS AND ENCUMBRANCES-CURRENT YEAR V. PRIOR YEAR**

Fiscal year to date: October 31, 2019

<b>Total Special Revenue Fund</b>			
	CURRENT YEAR- BUDGET	CURRENT YEAR- ACTUAL REV, EXP AND ENC	PRIOR YEAR- ACTUAL REV, EXP & ENC
<b><u>REVENUES &amp; OTHER RESOURCES</u></b>			
<b>Revenues</b>			
Local Revenues	\$ 5,508,095	\$ 10,415	\$ 16,081
State Program Revenue	1,021,128	-	29,470
Federal Program Revenue	34,304,679	2,141,574	2,089,036
<b>Total Revenues:</b>	<b>\$ 40,833,902</b>	<b>\$ 2,151,989</b>	<b>\$ 2,134,587</b>
<b>Other Resources</b>			
Transfers In	1,400,787	-	-
<b>Total Other Resources:</b>	<b>\$ 1,400,787</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Revenues &amp; Other Resources:</b>	<b>\$ 42,234,689</b>	<b>\$ 2,151,989</b>	<b>\$ 2,134,587</b>
<b><u>EXPENDITURES &amp; OTHER USES</u></b>			
<b>Expenditures &amp; Encumbrances</b>			
Payroll Costs	24,192,012	2,766,129	2,565,063
Contracted & Professional Services	8,299,425	1,658,658	1,251,191
Supplies & Materials	3,449,522	361,677	600,013
Other Operating Costs	6,217,559	152,655	90,740
Capital Outlay	76,171	53,430	122,704
<b>Total Expenditures &amp; Encumbrances:</b>	<b>\$ 42,234,689</b>	<b>\$ 4,992,550</b>	<b>\$ 4,629,712</b>
<b>Other Uses</b>			
Transfers Out	-	-	-
<b>Total Other Uses:</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Expenditures &amp; Other Uses:</b>	<b>\$ 42,234,689</b>	<b>\$ 4,992,550</b>	<b>\$ 4,629,712</b>
<b>Revenue Over/(Under) Expenditures:</b>	<b>\$ -</b>	<b>\$ (2,840,561)</b>	<b>\$ (2,495,125)</b>

**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**INTERIM FINANCIAL REPORTS (Unaudited)**  
**REVENUES UPDATE - FY 2020 CUSTOMER FEES/CHARGES**  
Fiscal year to date: October 31, 2019

Schedule 14

	(a) BUDGET	(b) YTD ACTUAL	% REALIZED (b)/(a)
<b>REVENUES-CUSTOMER FEES &amp; CHARGES</b>			
Educ Cert & Prof Advance	409,210	68,719	17%
Business Support Services	100,000	1,823	2%
Center for Safe & Secure Schools	499,750	72,370	14%
Ctr A/S Summ & Exp Learn	86,700	2,420	3%
Facilities			
Records Management Services	1,826,425	499,971	27%
The Teaching and Learning Center			
Bilingual Education	85,000	12,100	14%
Digital Education and Innovation	259,919	104,789	40%
Early Childhood Winter Conference	100,000	8,310	8%
English Language Arts	155,000	10,980	7%
Math	186,150	14,430	8%
Professional Development	39,000	-	0%
Science	91,000	6,095	7%
Social Studies	47,900	850	2%
Speaker Series	143,970	10,245	7%
Special Education	69,000	1,175	2%
Research & Evaluation Institute	106,688	-	0%
Texas Center for Grants Development	1,000	395	40%
Scholastic Arts	10,000	565	6%
Special Schools & Services			
Academic and Behavior School East	3,469,001	41,210	1%
Academic and Behavior School West	3,117,600	-	0%
Fortis Academy	196,250	-	0%
Highpoint East School	2,094,473	1,800	0%
Technology			
Technology Support Services	18,203	-	0%
School Based Therapy Services	10,033,388	1,050,591	10%
<b>Total Revenues-Customer Fees &amp; Charges:</b>	<b>\$ 23,145,627</b>	<b>\$ 1,908,837</b>	<b>8%</b>

### Fee for Service Revenue Growth Ratio

$$\frac{\text{Fee for Service Current Year less Fee for Service Previous Year}}{\text{Fee for Service Previous Year}} = \frac{1,908,837 - 2,198,183}{2,198,183} = -13.16\%$$

### Revenue Growth Indicator

$$\frac{\text{Total Fee for Service Revenues (GF)}}{\text{Total Revenues}} = \frac{1,908,837}{8,314,675} = 22.96\%$$



**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**EXPENDITURES BY CLASS OBJECT GROUP - ALL FUNDS**  
Fiscal year to date: October 31, 2019

Schedule 15

<b><u>CLASS OBJECT GROUPS</u></b>	<b>BUDGET</b>	<b>ACTUAL EXPENDITURES PLUS ENCUMBRANCES</b>	<b>VARIANCE</b>	<b>%SPENT</b>
6100-Payroll Costs	\$ 66,457,506	\$ 9,056,034	\$ 57,401,472	13%
6200-Contracted Services	15,095,024	3,820,628	11,274,396	25%
6300-Supplies & Materials	6,334,800	948,066	5,386,734	14%
6400-Miscellaneous Operating Costs	13,955,391	1,570,704	12,384,687	11%
6500-Debt Service	2,917,611	-	2,917,611	0%
6600-Capital Outlay	15,422,260	2,759,332	12,662,928	17%
8900-Transfers Out	10,490,491	1,246,679	9,243,812	11%
<b>TOTAL EXPENDITURES:</b>	<b>\$ 130,673,083</b>	<b>\$ 19,401,444</b>	<b>\$ 111,271,639</b>	<b>14%</b>

NOTE: A positive balance in the expenditure variance column represents the amount available to spend as compared to the budget.

**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**INTERIM FINANCIAL REPORTS (Unaudited)**  
**CHART FOR PERFORMANCE MEASUREMENT**  
Fiscal year to date: October 31, 2019

Schedule 16

<b><u>BUDGET MANAGER TITLE</u></b>	<b><u>Revenues</u></b>	<b><u>Tax Subsidy</u></b>	<b><u>Expenditure and Encumbran</u></b>	<b><u>Includes Tax subsidy Variance</u></b>	<b><u>w/o Tax Profit Ratio</u></b>	<b><u>Profitability Variance</u></b>
Educator Certification and Professional Advancement	\$ 68,719	\$ -	\$ 120,005	\$ (51,287)	-75%	\$ (51,287)
Choice Partners Cooperative	1,619,843	-	601,476	1,018,367	63%	1,018,367
Records Management	507,504	-	393,630	113,875	22%	113,875
School Based Therapy Services	1,050,591	-	1,867,010	(816,419)	-78%	(816,419)
Schools	50,030	-	2,201,275	(2,151,245)	-4,300%	(2,151,245)

**Regular Board Meeting****6.A.1.****Meeting Date:** November 20, 2019**Title:** Budget Amendment Report**Submitted For:** Jesus Amezcua, Business Office**Submitted By:** Stephanie Ritchie**Additional Resource** Stephanie Wright**Personnel:**

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**Information****Posted Agenda Item:**

Monthly Budget Amendment Report

**Subject:**

Budget Amendment Report for November 2019

**Rationale:**

Amendments that increase/decrease a program budget must be approved by the board.

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**Attachments**

Budget Amendment Report

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**Form Review****Inbox**

Assistant Superintendent - Business

Form Started By: Stephanie Ritchie

Final Approval Date: 11/04/2019

**Reviewed By**

Jesus Amezcua

**Date**

11/04/2019 09:46 PM

Started On: 10/28/2019 12:00 PM

Amendments that increase/decrease a program budget must be approved by the board.

Budget Rationale	Changes to Revenues	Changes to Appropriations	Changes Impacting F/Bal	Total Net Change
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#### GENERAL FUND

##### INCREASES

Increase expenditures in the General Fund (1990) Budget Manager (970) Highpoint School East to reflect the additional expenditure budget needed for SIRE Therapeutic Horsemanship expenditures. Expenditure budget increase will be funded through Department Wide Budget Manager (098) therefore no net change will occur to the General Fund.	\$	10,000	-	
Increase expenditures in the General Fund (1990) of \$55,000 to fund two additional School Division positions to be shared by Budget Managers (131) ABS West and (132) ABS East.	\$	55,000	\$ (55,000.00)	
Increase expenditures in the General Fund (1990) of \$55,000 to fund two additional School Division positions to be shared by Budget Managers (131) ABS West and (132) ABS East.	\$	55,000	\$ (55,000.00)	
Increase expenditures in the General Fund (1990) Budget Manager (190) Digital Education and Innovation to adjust for additional expenditure budget needed to absorb payroll coding .	\$	47,456	\$ -	
Increase expenditures in the General Fund (1990) Budget Manager (312) Scholastic Arts and Writing Program to adjust for additional expenditure budget needed to absorb payroll coding .	\$	15,818	\$ -	

##### DECREASES

Decrease expenditures in the General Fund (1990) Budget Manager (098) Department Wide to fund Budget Manager (970) Highpoint School East SIRE Therapeutic Horsemanship expenditures needed. No net change will occur to the General Fund budget.	\$	(10,000)	-	
Decrease expenditures in the General Fund (1990) Budget Manager (314) TLC-Speaker Series to adjust for additional expenditure budget needed to absorb payroll coding .	\$	(15,818)	\$ -	
Decrease expenditures in the General Fund (1990) Budget Manager (312) Scholastic Arts and Writing Program to adjust for additional expenditure budget needed to absorb payroll coding .	\$	(31,638)	\$ -	
Decrease expenditures in the General Fund (1990) Budget Manager (309) TLC- EC Winter Conference to adjust for additional expenditure budget needed to absorb payroll coding .	\$	(15,818)	\$ -	

<b>Total GENERAL FUND:</b>	<b>\$</b>	<b>-</b>	<b>\$ 110,000</b>	<b>\$ (110,000)</b>	<b>\$ -</b>
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#### SPECIAL REVENUE FUND

##### INCREASES

Increase revenues & expenditures in the Special Revenue Fund (4980) Budget Manager (922) CASE to reflect rollover of grant funds received in FY18 from the Brown Foundation.	\$	5,226	\$ 5,226	-	-
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Increase revenues & expenditures in the Special Revenue Fund (2169) Budget Manager (901) Head Start to adjust placeholder amount to reflect the actual grant award.	\$	8,420	\$	8,420	-	-
Increase revenues & expenditures in the Special Revenue Fund (4750) Budget Manager (901) Head Start to adjust placeholder amount to reflect the actual grant award.	\$	10,333	\$	10,333	-	-
Increase revenues & expenditures in the Special Revenue Fund (2300) Budget Manager (201) Adult Education to adjust placeholder amount to reflect the actual grant award.	\$	44,923	\$	44,923	-	-
Increase revenues & expenditures in the Special Revenue Fund (2300) Budget Manager (201) Adult Education to adjust placeholder amount to reflect <u>newly</u> awarded funds.	\$	226,000	\$	226,000	-	-
Increase revenues & expenditures in the Special Revenue Fund (4980) Budget Manager (201) Adult Education to adjust placeholder amount to reflect the actual grant award.	\$	793	\$	793	-	-
Increase revenues & expenditures in the Special Revenue Fund (4980) Budget Manager (201) Adult Education to adjust placeholder amount to reflect the actual grant award.	\$	315	\$	315	-	-

#### **DECREASES**

Decrease revenues & expenditures in the Special Revenue Fund (2059) Budget Manager (901) Head Start to adjust placeholder amount to reflect the actual grant award.	\$	(507,482)	\$	(507,482)	-	-
Decrease revenues & expenditures in the Special Revenue Fund (2069) Budget Manager (901) Head Start to adjust placeholder amount to reflect the actual grant award.	\$	(55,135)	\$	(55,135)	-	-
Decrease revenues & expenditures in the Special Revenue Fund (4799) Budget Manager (901) Head Start to adjust placeholder amount to reflect the actual grant award.	\$	(153,352)	\$	(153,352)	-	-
Decrease revenues & expenditures in the Special Revenue Fund (2159) Budget Manager (901) Head Start to adjust placeholder amount to reflect the actual grant award.	\$	(257,076)	\$	(257,076)	-	-
Decrease revenues & expenditures in the Special Revenue Fund (2340) Budget Manager (201) Adult Education to adjust placeholder amount to reflect the actual grant award.	\$	(40,253)	\$	(40,253)	-	-
Decrease revenues & expenditures in the Special Revenue Fund (2219) Budget Manager (201) Adult Education to adjust placeholder amount to reflect the actual grant award.	\$	(7,866)	\$	(7,866)	-	-
Decrease revenues & expenditures in the Special Revenue Fund (2889) Budget Manager (922) CASE to adjust placeholder amount to reflect the actual grant award.	\$	(83,930)	\$	(83,930)	-	-

<b>Total SPECIAL REVENUE FUND:</b>	<b>\$</b>	<b>(809,084)</b>	<b>\$</b>	<b>(809,084)</b>	<b>-</b>	<b>\$</b>	<b>-</b>
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Note: These are proposed budget amendments and will not be entered into the General Ledger until after Board Approval. /J. Amezcua

**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**FY 2019-20 BUDGET AMENDMENT REPORT - GENERAL FUNDS 100-199**  
**October 2019**

	APPROVED BUDGET	PROPOSED INCREASE/ (DECREASE)	AMENDED BUDGET	PERCENT CHANGE	AMENDMENT NO.
<b><u>ESTIMATED REVENUES &amp; OTHER RESOURCES</u></b>					
<b><u>Revenues</u></b>					
Local Customer Fees/Charges	\$23,145,627		\$23,145,627	0.0%	
Local Property Tax Rev-Current	24,279,517		24,279,517		
Local Property Tax Rev-Del, P&I	165,000		165,000		
Local Investment Earnings	453,590		453,590		
Local Grants			0		
Local Grants-Indirect Cost	727		727		
Local Miscellaneous Revenues	98,000		98,000		
<b>Total Local Revenues:</b>	<b>48,142,461</b>	<b>-</b>	<b>48,142,461</b>	<b>0.0%</b>	
State TEA Supplemental Compensation	300,000		300,000		
State TEA Employee Portion Health Insurance			-		
State TRS On Behalf Payments	2,750,000		2,750,000		
State Indirect Cost	33,072		33,072		
State Indirect Cost-TEA			-		
State ECI Lease Revenues	-		-		
State Revenue Indirect Cost	-		-		
<b>Total State Revenues:</b>	<b>3,083,072</b>	<b>-</b>	<b>3,083,072</b>	<b>0.0%</b>	
Federal Grants Indirect Cost	1,748,308		1,748,308		
<b>Total Estimated Revenues:</b>	<b>52,973,841</b>	<b>-</b>	<b>52,973,841</b>	<b>0.0%</b>	
<b><u>Other Resources</u></b>					
Local HCTO Tax Collection Fees	-		0		
Transfers In - Choice Partners	2,375,224		2,375,224		
Transfers In-Retirement Leave Fund 190	-		0		
Insurance Recovery	-		-		
<b>Total Other Resources:</b>	<b>2,375,224</b>	<b>-</b>	<b>2,375,224</b>	<b>0.0%</b>	
<b>Total Estimated Revenues &amp; Other Resources:</b>	<b>55,349,065</b>	<b>\$0</b>	<b>\$55,349,065</b>	<b>0.0%</b>	
<b><u>APPROPRIATIONS &amp; OTHER USES</u></b>					
<b><u>Appropriations</u></b>					
Adult Education Local	\$ 173,390.00		\$173,390		
Educator Certification and Professional Advancement	\$ 686,795.00		686,795		
Assistant Superintendent-Academic Support	\$ 295,103.00		295,103		
Assistant Superintendent-Education and Enrichment	\$ 296,652.00		296,652		
Board of Trustees	\$ 186,626.00		186,626		
Business Support Services	\$ 1,981,081.00		1,981,081		
Center for Safe & Secure Schools (CSSS)	\$ 713,277.00		713,277	0.0%	
Center for Afterschool, Summer and Expanded Learning	\$ 772,444.00		772,444	0.0%	
Communications	\$ 1,058,109.00		1,058,109		
Client Engagement	\$ 500,524.00		500,524		
Department Wide (DW)	\$ 4,560,383.00	(10,000)	4,550,383	-0.2%	<15>
Facilities Support Services					
Building & Vehicle Replacement			0		
Construction Services	\$ 191,197.00		191,197		
Local Construction			0		
Fac-BLDG & Asst Replacement	\$ 593,867.00		593,867		
Records Management Services	\$ 2,034,676.00		2,034,676		
Head Start - Local	\$ 5,000.00		5,000		
Human Resources	\$ 1,081,016.00		1,081,016		

- Continued on next page -

**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**FY 2019-20 BUDGET AMENDMENT REPORT - GENERAL FUNDS 100-199**  
**October 2019**

	APPROVED BUDGET	PROPOSED INCREASE/ (DECREASE)	AMENDED BUDGET	PERCENT CHANGE	AMENDMENT NO.
<b><u>APPROPRIATIONS &amp; OTHER USES</u></b>					
<b><u>Appropriations, Continued</u></b>					
Purchasing Support Services	\$ 592,322.00		592,322		
Research & Evaluation Institute	\$ 643,743.00		643,743		
Resource Development - Internal Grant Services	\$ 593,835.00		593,835		
Retirement Leave Benefits	\$ 100,000.00		100,000		
Scholastic Arts	\$ 183,707.00	(15,820)	167,887	-8.6%	<18>
School Based Therapy Services	\$ 12,308,371.00		12,308,371		
Special Assistant to Superintendent	\$ 271,409.00		271,409		
Special Schools					
Academic and Behavior School East	\$ 4,333,333.00	55,000	4,388,333	1.3%	<16,17>
Academic and Behavior School West	\$ 3,809,633.00	55,000	3,864,633	1.4%	<16,17>
Highpoint East School	\$ 3,360,344.00	10,000	3,370,344	0.3%	<15>
Fortis Academy	\$ 1,276,859.00		1,276,859		
Special Schools Administration	\$ 808,577.00		808,577		
State TEA Employee Portion Health Ins			0		
State TRS On Behalf Matching	\$ 2,750,000.00		2,750,000		
Superintendent's Office	\$ 527,344.00		527,344		
Teaching and Learning Center					
Bilingual Education	\$ 153,320.00		153,320		
Digital Education and Innovation	\$ 205,186.00	47,456	252,642	23.1%	<18>
Digital Learning & Instructional Learning					
Division Wide	\$ 308,041.00		308,041		
Early Childhood Winter Conference	\$ 161,747.00	(15,818)	145,929	-9.8%	<18>
English Language Arts	\$ 190,889.00		190,889		
Math	\$ 217,220.00		217,220		
Professional Development	\$ 39,000.00		39,000		
Science	\$ 109,707.00		109,707		
Social Studies	\$ 53,068.00		53,068		
Speaker Series	\$ 175,639.00	(15,818)	159,821	-9.0%	<18>
Special Education	\$ 77,561.00		77,561		
Technology Support Services					
Chief Communication Officer	\$ 197,545.00		197,545		
Technology Support Services	\$ 3,866,191.00		3,866,191		
<b>Total Appropriations:</b>	<b>52,444,731</b>	<b>110,000</b>	<b>52,554,731</b>	0.2%	
<b><u>Other Uses</u></b>					
Transfer-DW to Retirement Leave Fund			-		
Transfer-DW to CASE After School Fund 288	550,787		550,787		
Transfer-DW to Headstart Fund 205	850,000		850,000		
Transfer-Facilities-Local Construction			-		
Transfer-DW to QZAB Payment-Debt Svc Fund 599	451,429		451,429		
Transfer-DW to Lease Debt Svc Fund 599	2,466,182		2,466,182		
Transfer Out - Capital Project	3,796,869		3,796,869		
Transfers Out-Other			-		
Transfer-DW to PFC Highpoint Const Fund 699			-		
<b>Total Other Uses:</b>	<b>8,115,267</b>	<b>-</b>	<b>8,115,267</b>		
<b>Total Appropriations &amp; Other Uses:</b>	<b>60,559,998</b>	<b>110,000</b>	<b>60,669,998</b>	0.2%	
<b>Excess/(Deficiency) Estimated Revenues &amp; Other Resources Over/(Under)</b>					
<b>Appropriations &amp; Other Uses:</b>	<b>(\$5,210,933)</b>	<b>(\$110,000)</b>	<b>(\$5,320,933)</b>		

\* Refer to the detail fund balance information on the following page.

HARRIS COUNTY DEPARTMENT OF EDUCATION  
FY 2019-20 BUDGET AMENDMENT REPORT-GENERAL FUND FUND BALANCE  
October 2019 (Unaudited)

Page 3 of 8

**TOTAL APPROPRIATIONS FROM FUND BALANCE**

	APPROPRIATED FROM VARIOUS CATEGORIES	Previous APPROPRIATED Approved FROM UNASSIGNED	TOTAL APPROPRIATED	Proposed Budget Amendment
<u>Division Distribution</u>				
Assets Replacement Schedule	-	-	0	
ABS East	-	-	0	(55,000)
ABS West	-	-	0	(55,000)
Board	-	-	0	
Bond Payments	-	-	0	
Building and Vehicle Replacement Schedule	-	-	0	
Capital Projects	-	-	0	
Center for Safe & Secure Schools	-	-	0	
Communications	-	-	0	
Department Wide	-	-	0	
Early Childhood Intervention Funding	-	-	0	
ECI Local	-	-	0	
Employee Courtesy Committee	-	-	0	
External Relations-Local	-	-	0	
Facility Building and Asset Replacement	-	-	0	
Fortis Academy	-	-	0	
Head Start	-	-	0	
Highpoint East	-	-	0	
Local Construction Fund 170	-	-	0	
Insurance Deductibles	-	-	0	
Local Construction	-	-	0	
New Program Initiative	-	-	0	
Preschool Preparedness Initiative Program	-	-	0	
QZAB Project	-	-	0	
Records Management	-	-	0	
Purchasing	-	-	0	
Records Management	-	-	0	
Retirement Leave Fund 199	-	-	0	
Special Schools	-	-	0	
Technology	-	-	0	
Unemployment Liability	-	-	0	
Various-Assets Replacement Schedule	-	-	0	
Workers Compensation	-	-	0	
<b>Total Fund Balance Appropriations:</b>	<b>\$0</b>	<b>-</b>	<b>\$0</b>	<b>(110,000)</b>

**FUND BALANCE RECAP**

	SEPTEMBER 1	APPROPRIATED YEAR-TO-DATE	ESTIMATED BALANCE	Proposed Budget Amendment
<u>Nonspendable Fund Balance</u>				
Investment in Inventory, September 1	\$93,431	-	\$93,431	
Prepaid Items	34,606	-	34,606	
<b>Total Nonspendable Fund Balance</b>	<b>128,037</b>	<b>0</b>	<b>128,037</b>	
<u>Committed Fund Balance</u>				
Employee Retirement Leave Fund	500,000		500,000	
Unemployment Liability	200,000		200,000	
Capital Projects	1,314,976		1,314,976	
<b>Total Committed Fund Balance</b>	<b>2,014,976</b>	<b>0</b>	<b>2,014,976</b>	
<u>Assigned Fund Balance</u>				
Assets Replacement Schedule	1,000,000		1,000,000	
Building and Vehicle Replacement Schedule	1,000,000		1,000,000	
Local Construction	2,500,000		2,500,000	
PFC Lease Payment	691,129		691,129	
QZAB Bond Payment	2,458,268		2,458,268	
New Program Initiative	0		0	
Recovery High School	1,000,000		1,000,000	
Workforce Development	850,000		850,000	
<b>Total Assigned Fund Balance</b>	<b>\$9,499,397</b>	<b>-</b>	<b>\$9,499,397</b>	
<b>Total Unassigned Fund Balance</b>	<b>17,769,755</b>	<b>212,290</b>	<b>17,557,465</b>	(110,000)
<b>Estimated Total Fund Balance, General Fund:</b>	<b>\$29,412,165</b>	<b>\$212,290</b>	<b>\$29,199,875</b>	<b>(110,000)</b>



**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**FY 2019-20 BUDGET AMENDMENT REPORT - FUNDS 200-499**  
**October 2019**

		GRANT PERIOD *	APPROVED BUDGET	PROPOSED INCREASE/ (DECREASE)	AMENDED BUDGET	PERCENT CHANGE	AMENDMENT NO.
<b><u>ESTIMATED REVENUES &amp; OTHER RESOURCES</u></b>							
<b>Revenues</b>							
Local Program Revenues			\$5,508,095	(136,685)	\$5,371,410	-2.5%	<1,7,12,13,4>
State Program Revenues			1,021,128		1,021,128		
Federal Program Revenues			34,453,793	(672,399)	33,781,394	-2.0%	<6,8,9,2,3,5,10,11,14>
<b>Total Estimated Revenues:</b>			<b>40,983,016</b>	<b>(809,084)</b>	<b>40,173,932</b>	-2.0%	
<b>Other Resources</b>							
Transfer In-CASE After School Program			550,787		550,787		
Transfer In-Head Start			700,886		700,886		
<b>Total Other Resources:</b>			<b>1,251,673</b>	<b>-</b>	<b>1,251,673</b>		
<b>Total Revenues &amp; Other Resources</b>			<b>42,234,689</b>	<b>(809,084)</b>	<b>\$41,425,605</b>	-1.9%	
<b><u>APPROPRIATIONS &amp; OTHER USES</u></b>							
<b>Adult Education Program</b>							
Fed Distance Learning Capacity	01/01/19-12/31/19	\$	94,571.00	(7,866)	86,705	-8.3%	<11>
Fed ABE Regular	07/01/19-06/30/20	\$	3,340,032.00	270,923	3,610,955	8.1%	<8,9>
Fed ABE Regular	07/01/19-06/30/20	\$	3,088,428.00		3,088,428		
Fed TANF	07/01/19-06/30/20	\$	169,582.00		169,582		
Fed TANF	07/01/19-06/30/20	\$	203,498.00		203,498		
Fed ABE EL/Civics	07/01/19-06/30/20	\$	577,040.00	(40,253)	536,787	-7.0%	<10>
Fed ABE EL/Civics	07/01/19-06/30/20	\$	443,545.00		443,545		
State ABE Regular	07/01/19-06/30/20	\$	464,149.00		464,149		
State ABE Regular	07/01/19-06/30/20	\$	556,979.00		556,979		
Local Adult Education	07/01/19-06/30/20		-	1,108	1,108	100.0%	<12>
<b>Total Adult Education:</b>			<b>8,937,824</b>	<b>223,912</b>	<b>9,161,736</b>	2.5%	
<b>Educator Certification and Professional Advancement</b>							
Fed Educators and Families for English Learners	09/01/18-08/31/19		20,000		20,000		
<b>Total Alternative Certification Program:</b>			<b>20,000</b>	<b>-</b>	<b>20,000</b>	0.0%	
<b>The Center for Afterschool, Summer and Expanded Learning (CASE)</b>							
Fed 21 <sup>st</sup> Century CLC-Cycle IX	08/01/19-07/31/20		1,777,890		1,777,890		
Fed 21 <sup>st</sup> Century CLC-Cycle X	08/01/19-07/31/20		1,492,500		1,492,500		
Fed/Local After School Partnership	10/01/19-09/30/20		2,304,173		2,304,173		
Fed/Local After School Partnership	10/01/19-09/30/20		1,000,000	(83,930)	916,070	-8.4%	<14>
Loc Houston Endowment	07/01/17-12/31/19		74,250		74,250		
City of Houston City Connections Program	09/07/18-06/30/19		770,000		770,000		
Loc Houston Endowment	09/01/19-08/31/20		-	5,226	5,226	100.0%	<1>
<b>Total CASE:</b>			<b>7,418,813</b>	<b>(78,704)</b>	<b>7,340,109</b>	-1.1%	

- Continued on next page -

**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**FY 2019-20 BUDGET AMENDMENT REPORT - FUNDS 200-499**  
**October 2019**

	GRANT PERIOD *	APPROVED BUDGET	PROPOSED INCREASE/ (DECREASE)	AMENDED BUDGET	PERCENT CHANGE	AMENDMENT NO.
<b><u>APPROPRIATIONS &amp; OTHER USES (CONTINUED)</u></b>						
<b>Center For Safe and Secure Schools</b>						
STOP School Violence	09/01/18-08/31/19	147,174		147,174		
STOP School Violence - In Kind	09/01/18-08/31/19			-		
<b>Total Center for Safe and Secure Schools</b>		<b>147,174</b>	<b>-</b>	<b>147,174</b>	0.0%	
<b>Head Start Program</b>						
Fed Head Start	01/01/20-12/31/20	12,643,681		12,643,681		
Fed Head Start	01/01/19-12/31/19	5,180,000	(507,482)	4,672,518	-9.8%	<2>
Fed Head Start Training Funds	01/01/20-12/31/20	133,983		133,983		
Fed Head Start Training Funds	01/01/19-12/31/19	77,800	(55,135)	22,665	-70.9%	<3>
Head Start Disaster Assistance	09/30/19-09/29/21	523,610		523,610		
Fed Early Head Start Operating	09/01/19-08/31/20	1,965,341		1,965,341		
Fed Early Head Start Operating	09/01/18-08/31/19	450,000	(257,076)	192,924	-57.1%	<5>
Fed Early Head Start Training & TA	09/01/19-08/31/20	44,904		44,904		
Fed Early Head Start Training & TA	09/01/18-08/31/19	20,000	8,420	28,420	42.1%	<6>
Loc Early Head Start In-Kind	09/01/19-08/31/20	539,956	10,333	550,289	1.9%	<7>
Loc Head Start In-Kind Matching	01/01/20-12/31/20	3,208,956		3,208,956		
Loc Head Start In-Kind Matching	01/01/19-12/31/19	870,000	(153,352)	716,648	-17.6%	<4>
Loc Hogg Foundation	07/01/19-06/30/20	7,273		7,273		
Head Start Other Local Grant	09/01/19-08/31/20	37,660		37,660		
<b>Total Head Start:</b>		<b>25,703,164</b>	<b>(954,292)</b>	<b>24,748,872</b>	-3.7%	
<b>The Teaching and Learning Center</b>						
TCDD Non-Poverty	04/01/19-04/30/19	-		-		
NSA GenCyber Grant	05/01/19-05/01/20	7,714		7,714		
Kinder Morgan Foundation	09/01/18-08/31/19	-		-		
Humanities Grant	09/01/18-08/31/19	-		-		
WATER Project Grant	09/01/18-08/31/19	-		-		
<b>Total Teaching and Learning Center:</b>		<b>7,714</b>	<b>-</b>	<b>7,714</b>	0.0%	
<b>Academic &amp; Behavior Schools</b>						
Kinder Morgan Foundation	09/01/18-08/31/19			-		
Local Grant - ABS West	09/01/18-08/31/19			-		
Local Grant - ABS East	09/01/18-08/31/19			-		
<b>Total Academic and Behavior Schools:</b>		<b>-</b>	<b>-</b>	<b>-</b>	0.0%	
<b>Total Appropriations &amp; Other Uses:</b>		<b>\$ 42,234,689</b>	<b>\$ (809,084)</b>	<b>\$ 41,425,605</b>	-1.9%	
<b>Excess/(Def) Estimated Revenues &amp; Other Resources Over/(Under) Appropriations &amp; Other Uses:</b>						
		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>		

\* Grant periods often differ from the HCDE fiscal year (September 1-August 31).

**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**FY 2019-20 BUDGET AMENDMENT REPORT - FUND 599**  
**October 2019**

	APPROVED BUDGET	PROPOSED INCREASE/ (DECREASE)	AMENDED BUDGET	PERCENT CHANGE	AMENDMENT NO.
<b><u>ESTIMATED REVENUES &amp; OTHER RESOURCES</u></b>					
<b>Funding Sources</b>					
Transfers In - PFC Lease	2,466,182		2,466,182		
Transfers In - Debt Svc-QZAB	451,429		451,429		
<b>Total Funding Sources:</b>	<b>2,917,611</b>	<b>-</b>	<b>2,917,611</b>	0.0%	
<b><u>APPROPRIATIONS &amp; OTHER USES</u></b>					
Bond Principal-Lease	2,255,000		2,255,000		
Principal Maint Tax Note	-		-		
Principal QZAB	451,429		451,429		
Int Pymt Expense-Lease	211,182		211,182		
Interest Exp-MTN & QZAB			-		
<b>Total Appropriations:</b>	<b>2,917,611</b>	<b>-</b>	<b>2,917,611</b>	0.0%	
<b>Excess/(Def) Estimated Revenues &amp; Other Resources Over/(Under)</b>					
<b>Appropriations &amp; Other Uses:</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>		

**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**FY 2019-20 BUDGET AMENDMENT REPORT - FUNDS 600-699**  
**October 2019**

		APPROVED BUDGET	PROPOSED INCREASE/ (DECREASE)	AMENDED BUDGET	PERCENT CHANGE	AMENDMENT NO.
<b><u>ESTIMATED REVENUES &amp; OTHER RESOURCES</u></b>						
<b>Funding Sources</b>						
	Issuance of Bonds	-		-		
	Transfers In	3,796,869		3,796,869		
	<b>Total Funding Sources:</b>	<b>3,796,869</b>	<b>-</b>	<b>3,796,869</b>	0.0%	
<b><u>APPROPRIATIONS &amp; OTHER USES</u></b>						
6950	Building Purchase, Construction, Improvements	3,846,886		3,846,886	0.0%	
6970	Capital Project Fund	10,620,000	-	10,620,000		
	<b>Total Appropriations:</b>	<b>14,466,886</b>	<b>-</b>	<b>14,466,886</b>	0.0%	
<b>Excess/(Def) Estimated Revenues &amp; Other Resources Over/(Under)</b>						
<b>Appropriations &amp; Other Uses: *</b>		<b>(\$10,670,017)</b>	<b>\$0</b>	<b>(\$10,670,017)</b>		

\* The difference between revenues and appropriations is being funded through the Capital Projects Fund Balance.

**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**FY 2019-20 BUDGET AMENDMENT REPORT - FUNDS 700-799**  
**October 2019**

	APPROVED BUDGET	PROPOSED INCREASE/ (DECREASE)	AMENDED BUDGET	PERCENT CHANGE	AMENDMENT NO.
<b><u>ESTIMATED REVENUES &amp; OTHER RESOURCES</u></b>					
<b>Revenues:</b>					
Customer Fees	4,875,948		4,875,948		
Contract Services	-		-		
Other Local Revenues	32,000		32,000		
Interdepartmental Revenues	5,135,951		5,135,951		
<b>Total Estimated Revenues:</b>	<b>10,043,899</b>	<b>-</b>	<b>10,043,899</b>	0.0%	
<b>Other Funding Sources</b>					
Workers Comp Contributions	450,000		450,000		
<b>Total Funding Sources:</b>	<b>450,000</b>	<b>-</b>	<b>450,000</b>	0.0%	
<b>Total Revenues &amp; Funding Sources:</b>	<b>10,493,899</b>	<b>-</b>	<b>10,493,899</b>	0.0%	
<b><u>APPROPRIATIONS &amp; OTHER USES</u></b>					
7110 Choice Partners	4,907,948		4,907,948		
7530 ISF-Workers Compensation	450,000		450,000		
7990 ISF-Facilities	5,135,951		5,135,951		
<b>Total Appropriations:</b>	<b>10,493,899</b>	<b>-</b>	<b>10,493,899</b>	0.0%	
<b>Excess/(Def) Estimated Revenues &amp; Other Resources Over/(Under)</b>					
<b>Appropriations &amp; Other Uses: *</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>		

\* The difference between revenues and appropriations is being funded through the Workers Compensation Fund Balance.

# Monthly Disbursement Report

HARRIS COUNTY DEPARTMENT OF EDUCATION  
Fiscal Year 2019-2020  
October 2019  
**HARRIS COUNTY DEPARTMENT OF EDUCATION**

<u>Posting Date</u>	<u>Payee/Description</u>	<u>Transaction Amount</u>	<u>Account</u>
10/5/2019	SEPTEMBER 2019 TRS TEXNET Payment	\$476,575.54	
10/11/2019	OCTOBER 2019 TRS Active Care Medical Payment	336,406.00	
10/11/2019	Payroll Deductions for OCTOBER 15th	43,148.47	
10/7/2019	IRS Tax Payment for OCTOBER 15th	437,899.61	
10/29/2019	Payroll Deductions for OCTOBER 31th	43,248.54	
10/29/2019	IRS Tax Payment for OCTOBER 31ST	439,656.23	
	Total WIRE Transfers:	<u>\$1,776,934.39</u>	

**RECAP OF ALL DISBURSEMENTS**

	<u>Checks Printed</u>	<u>PCard</u>	<u>WIRES</u>	<u>Total Disbursements</u>
Total General Operating & Payroll Clearing (100-199)	\$ 520,942.34			
Total Special Revenue (200-400)	448,981.15			
Total Capital Project (600)	23,042.26			
Total Internal Service/Facilities (700)	447,290.93			
Total Fiduciary (800)	440.00			
Total P Card Activity		\$143,938.39		
	<u>\$1,440,696.68</u>	<u>\$143,938.39</u>	<u>\$1,776,934.39</u>	<u>\$3,361,569.46</u>
Credit Card charges paid by check from above (other than P Card)	\$2,837.34			

**Harris County Department of Education**  
**Vendors with total aggregate payments of \$50,000 or more in Fiscal Year 2019**  
**as of October 30, 2019**

Vendor	Vendor Number	Sum of payment	Description	Contract Type
CDW GOVERNMENT INC	18165	\$ 112,837.62	Job # 18/056KD	Technology
HARRIS COUNTY TREASURER	29920	\$ 80,792.00	Security Service	Service Agreement
KQC INVESTORS, LLC	83870	\$ 79,337.46	Lease Agreement	Lease Agreement for
LABATT INSTITUTIONAL SUPPLY	86944	\$ 64,772.89	Job # 16/029TJ-03	Meals for Head Start
MCGRUFF SEIBELS & WILLIAMS OF	39976	\$ 312,861.15	Job # 17/002LB	HCDE Insurance
POWERSCHOOL GROUP LLC	87278	\$ 53,851.14	Invoice	Sungard Annual
PUBLIC AGENCY RETIREMENT	60818	\$ 100,259.49	Payroll deduction	Payroll deduction
VERSA CREATIVE GROUP LLC	88087	\$ 54,143.56	Job # 19/047KC	Media services



**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**Procurement Card Report - September 2019**  
**Description**

Beginning	96
New	2
Closed	0
Total:	98

**BUDGET MANAGER**

Budget  
Manager  
Codes

Division

201	Adult Education	3
050	Business Support Services	1
925	Communications and Public Information	2
922	Cooperative for Afterschool Enrichment	3
901	Head Start	5
030	Human Resources	2
092	Client Engagement	3
924	Research and Evaluation	1
923	Center for Grants Development	1
014	Educator Certification and Professional Advancement	1
005	Center for Safe and Secure Schools	3
 <b>Administration:</b>		
011	Assistant Superintendent - Parker	2
012	Assistant Superintendent- McLeod	2
094	Special Assistant to the Superintendent	1
	Chief of Staff for the Superintendent	1
001	Superintendent	1
	Executive Assistant to Board of Trustees	1
 <b>Facilities:</b>		
799	Facility Support Services	22
089	Choice Facility Partners	10
955	Gulf Coast Food Cooperative	1
 <b>Instructional Support Services:</b>		
	Teaching and Learning Center Administration	6
304	TLC - Special Populations	1
303	TLC - Science	1
302	TLC - Math	1
307	TLC - English/Language Arts	1
	TLC - Special Projects	1
 <b>Purchasing Services:</b>		
950	Purchasing	1
 <b>Schools Division:</b>		
131	AB - East	2
132	AB - West	2
970	Highpoint - East	2
	Fortis Academy	2
111	Special Education Therapy Services	3
501	Special Schools Administration	4
 <b>Technology:</b>		
093	Chief Information Officer	3
954	Records Management Services	2
091	Texas Virtual Schools	0
<b>Total:</b>		98

# Harris County Department of Education

## Procurement Card Report (P-Card)

### Vendor Payments Over \$2,000

September 1, 2019 to September 30, 2019

\*Highlighted items are newly added transactions for the current month

Merchant Name	Transactions	
	Count	Amount
AMAZON	90	\$ 6,506.70
CE HOUSTON	6	\$ 5,772.70
HILTON HOTELS (HAMPTON/DOUBLETREE SUITES/HOME2SUITES/HOMEWOOD SUITES)	16	\$ 4,020.59
GOOGLE ADS	11	\$ 5,500.00
INT*IN TRANSACTIONS (MISC.)	9	\$ 5,623.00
GRAINGER	13	\$ 2,360.18
FEDEX	4	\$ 3,113.32
J HARDING & CO.	10	\$ 2,388.21
NATIONAL COUNCIL FOR BEHAVIORAL HEALTH	1	\$ 2,200.00
TASBO	8	\$ 4,385.00
TEACHSTONE	3	\$ 3,699.80
JASON'S DELI	15	\$ 3,955.67
PAYPAL TRANSACTIONS	14	\$ 1,997.48
SOUTHWEST AIRLINES	12	\$ 4,226.68
THE HOME DEPOT	46	\$ 3,490.79
WALMART/SAM'S CLUB	84	\$ 9,949.24
Total Vendor Charges > \$2,000	342	\$ 69,189.36
Total Vendor Charges < \$2,000	441	\$ 60,191.45
<b>Total Year-to-Date Vendor Charges</b>	<b>783</b>	<b>\$129,380.81</b>

# HCDE Procurement Card Report

## October Statement

### 001 - Superintendent's Office

2019-09-11	HOUSTON S (713) 529-23	64150000	Business meeting lunches	\$117.92
2019-09-16	PLAT PARKING - LOT 501	64170000	Local daily mileage	\$12.00
2019-09-20	HOUSTON CHRONICLE CIRC	63290000	Reading materials	\$46.00
2019-09-22	UBER TRIP	64130000	Emp travel transportation	\$10.00
2019-09-22	UBER TRIP	64130000	Emp travel transportation	\$10.35
2019-09-22	OMNI DALLAS CONVENTN C	64110000	Emp travel lodging	\$722.67
2019-09-23	TEXAS TOROS BARBEQUE	64150000	Business meeting lunches	\$190.00
2019-09-23	NATIONAL ALLIANCE OF B	64140000	Employee travel conference registration	\$605.00
2019-09-24	BUTLER BUSINESS PRODUC	63990000	General supplies	\$195.42
2019-09-25	400 MAIN ST PARKING LO	64170000	Local daily mileage	\$17.00
2019-09-26	BUTLER BUSINESS PRODUC	63990000	General supplies	\$188.97
2019-10-04	WAL-MART #5959	64180000	Business meeting refreshments	\$165.76

**001 - Superintendent's Office \$2,281.09**

### 005 - Center for Safe and Secure Schools

2019-09-04	SEASONS 52 0074531	64150000	Connectors lunch meeting	\$52.97
2019-09-05	SQU*SQ *DOWNTOWN CAFE	64150000	Connectors lunch meeting Texas Citty	\$27.36
2019-09-05	OFFICE DEPOT #416	63960000	Copies for audits	\$16.36
2019-09-09	OFFICE DEPOT #416	63960000	Copies for audit documentation	\$24.28
2019-09-09	TARGET 00017863	63990000	Supplies for OPS Board meeting	\$24.98
2019-09-10	HOUSTON ZOO- FINANCE	62990000	Split - E&E EOY Meeting CSSS 9/12/19 (20%)	\$242.45
2019-09-11	FAJITA PETE'S - MEMORI	64150000	OPS Board meeting lunch	\$389.75
2019-09-12	WAL-MART #3640	64180000	Crash Training refreshments	\$11.90
2019-09-13	LOGMEIN*GOTOMEETING	64970000	CSSS webinar subscription	\$36.00
2019-09-17	PAPPASITO'S CANTINA 32	64150000	New Hire update lunch meeting	\$35.54
2019-09-23	MENTALHEALT	64940000	Registration fee for behavioral Health Conference	\$150.00
2019-09-24	WM SUPERCENTER #3640	64180000	Refreshments for CRASE training	\$24.88
2019-09-24	WM SUPERCENTER #3640	64180000	Refreshments for CRASE training	\$30.80
2019-09-24	NATL CNCL FOR BHVRL HT	64140000	Registration for National Behavioral Health Conf	\$2,200.00
2019-09-25	SOUTHWES 5262124077753	64130000	Dallas TX trip flight expense	\$219.96
2019-09-25	TEXASALLIAN	64140000	TABSE conference registration fee, San Antonio TX	\$320.00
2019-09-25	ALONTI CAFE & CATERING	64150000	Risk management meeting	\$66.23
2019-09-25	EIG*CONSTANTCONTACT.C	64970000	Constant Contact subscription	\$101.27
2019-09-25	NATIONAL ALLIANCE OF B	64970000	NASBE membership	\$100.00
2019-09-25	NATIONAL ALLIANCE OF B	64140000	Registration fee for Dining with divas event	\$545.00
2019-09-27	AMZN MKTP US*9T85D0BA3	63990000	charger purchase for tablet	\$14.90
2019-09-28	AMZN MKTP US*SX4XX7PP3	63990000	Charger purchase for tablet	\$21.76
2019-09-30	FEDEX OFFIC21100021105	63960000	Printing for Safety forum	\$218.74
2019-10-02	EB TIER 1-INTRODUCTIO	64140000	Restorative training fee in Boston, MA	\$350.00
2019-10-02	SETRAC	64940000	SETRAC Symposium registration	\$100.00
2019-10-02	MELLOW MUSHROOM OLO #2	64150000	Business meeting lunches	\$109.68
2019-10-02	SHIPLEY DO-NUTS KATY F	64180000	Refreshments for CSS team meeting	\$5.70
2019-10-02	UNITED 01624755201462	64110000	Flight expense for DC trip	\$512.60

## HCDE Procurement Card Report - October Statement

### 005 - Center for Safe and Secure Schools

2019-10-02	HENLEY PARK HOTEL	64110000	Hotel reservation for Grant Budget seminar	\$1,150.99
2019-10-03	PARKING MANAGEMENT SER	64130000	Parking fee for Crime stoppers event	\$17.00
2019-10-04	UNITED 01624758350655	64130000	Flight expense for Boston trip	\$370.60
2019-10-04	PAPPADEAUX SEAFOOD KIT	64150000	Cyfair connectors lunch meeting	\$214.63

**005 - Center for Safe and Secure Schools \$7,706.33**

### 010 - Board of Trustees

2019-09-07	SHERATON DALLAS	64190000	Board travel lodging	\$217.84
2019-09-07	SHERATON DALLAS	64190000	Board travel lodging	\$217.84
2019-09-13	CTYCLK P RECORDS	64990000	Notification of 3 meetings	\$27.00
2019-09-14	SHERATON DALLAS	64190000	Board travel lodging -credit for cancelling	(\$217.84)
2019-09-14	SHERATON DALLAS	64190000	Board travel lodging -credit for cancelling	(\$217.84)
2019-09-18	ALONTI CAFE & CATERING	64150000	Catering for monthly board meeting	\$240.19
2019-09-23	CTYCLK P RECORDS	64990000	Notification of meetings	\$9.00

**010 - Board of Trustees \$276.19**

### 011 - Assistant Superintendent-Parker

2019-09-16	GOX HOUSTON LLC	62990000	Down Payment for Academic Support Div. Retreat	\$450.00
2019-09-16	AMAZON.COM*HE4H02TI3	63290000	Order for Jonathan Parker	\$35.52
2019-09-20	UBER TRIP	64130000	Uber for TASA/TASB for Jonathan Parker	\$10.67
2019-09-21	UBER TRIP	64130000	Uber for TASA/TASB for Jonathan Parker	\$9.36
2019-09-21	UBER TRIP	64130000	Uber for TASA/TASB for Jonathan Parker	\$10.13
2019-09-21	UBER TRIP	64130000	Uber for TASA/TASB for Jonathan Parker	\$10.00
2019-09-21	UBER TRIP	64130000	Uber for TASA/TASB for Jonathan Parker	\$9.72
2019-09-23	SOUTHWES 5262123067593	64130000	Expenses for Travel Sensory Room Program-Parker	\$585.96
2019-09-23	COURTYARD BY MARRIOTT	64110000	Hotel expense for Jonathan Parker	\$684.18
2019-09-26	HOU PARKING GARAGE	64170000	Parking for Jonathan Parker	\$29.00
2019-09-26	EMBASSY SUITES	64110000	Hotel expense for Jonathan Parker	\$184.21
2019-10-02	NATIONAL ALLIANCE OF B	64140000	Registration for Jonathan Parker	\$590.00
2019-10-02	LA MADELEINE SAWYER HE	64180000	Refreshments for the Senior Directors Meeting	\$108.00

**011 - Assistant Superintendent-Parker \$2,716.75**

## HCDE Procurement Card Report - October Statement

### 012 - Assistant Superintendent-McLeod

2019-09-06	WAL-MART #4526	63990000	Split - E&E Admin Meeting 9/6/19 Supplies (88.92%)	\$62.27
2019-09-06	WAL-MART #4526	64180000	Split - E&E Admin Meeting 9/6/19 Refreshment (11.08%)	\$7.76
2019-09-07	AMZN MKTP US*1I1NS1FV3	63990000	Supplies	\$155.00
2019-09-09	AMAZON.COM*481372R53	63290000	Reading Materials	\$162.00
2019-09-09	WAL-MART #4526	63990000	Office Supplies	\$28.20
2019-09-11	AMAZON.COM	63990000	Credit for Supplies	(\$0.09)
2019-09-11	ARNE'S	63990000	Supplies E&E Cabinet Mtg. 9/12/19	\$10.23
2019-09-11	WAL-MART #4298	63990000	Supplies for E&E Cabinet Mtg 9/12/19	\$121.91
2019-09-16	PLAT PARKING - LOT 501	64170000	State of Education Mtg. 9/16/19 Parking	\$20.00
2019-09-19	CHURCH S CHICKEN #1492	64150000	Emergency Food for HCDE Staff Imelda Storm	\$32.48
2019-09-27	NATIONAL ALLIANCE OF B	64140000	Registration for K. McLeod for NABSE	\$545.00
2019-09-27	NATIONAL ALLIANCE OF B	64970000	Membership Dues to NABSE	\$100.00
2019-10-01	OFFICE DEPOT #2809	63990000	Supplies for E&E Division Wide 10/1/19	\$96.69
2019-10-01	ALONTI CAFE & CATERING	64180000	Refreshments for E&E Division Wide Mtg 10/1/19	\$235.00

**012 - Assistant Superintendent-McLeod \$1,576.45**

### 014 - Alternative Teacher Certification

2019-09-07	JASON'S DELI TNY 028	64180000	refreshment meetings - ECA - Lidia Zatopek	\$98.87
2019-09-07	JASON'S DELI TNY 028	64150000	business meeting meals - ECA - Lidia Zatopek	\$177.07
2019-09-08	KROGER #363	63990000	general supplies - ECA - Lidia Zatopek	\$52.50
2019-09-10	JASON'S DELI TNY 028	64150000	business meeting meals - ECA - Lidia Zatopek	\$82.18
2019-09-10	HOUSTON ZOO- FINANCE	62990000	Split - E&E EOY Meeting Ctr. ECA 9/12/19 (20%)	\$242.45
2019-09-14	JASON'S DELI TNY 028	64180000	refreshment meetings - ECA - Lidia Zatopek	\$118.60
2019-09-14	JASON'S DELI TNY 028	64150000	business meeting meals - ECA - Lidia Zatopek	\$110.16
2019-09-18	TEOTIHUACAN MEXICAN CA	64150000	business meeting meals - ECA - Lidia Zatopek	\$87.13
2019-09-27	CSOTTE	64140000	emp trvl-conf reg & fee - ECA - Lidia Zatopek	\$450.00
2019-09-30	CSOTTE	64140000	emp trvl-conf reg & fee - ECA - Lidia Zatopek	\$225.00
2019-10-03	AMAZON.COM*7F38N07H3	63910000	instructional material - ECA - Lidia Zatopek	\$467.40
2019-10-05	JASON'S DELI TNY 028	64180000	refreshments meetings - ECA - Lidia Zatopek	\$65.97
2019-10-05	JASON'S DELI TNY 028	64150000	business meeting meals - ECA - Lidia Zatopek	\$166.17

**014 - Alternative Teacher Certification \$2,343.50**

## HCDE Procurement Card Report - October Statement

### 030 - Human Resources

2019-09-06	HOUSTON HUMAN RESOURCE	64970000	Professional Membership Renewal- P. Menard	\$100.00
2019-09-10	IDENTOGO - TX FINGERPR	62990000	Fingerprints	\$49.25
2019-09-10	IDENTOGO - TX FINGERPR	62990000	Fingerprints	\$49.25
2019-09-10	IDENTOGO - TX FINGERPR	62990000	Fingerprints	\$49.25
2019-09-11	IDENTOGO - TX FINGERPR	62990000	Fingerprints	\$49.25
2019-09-12	IDENTOGO - TX FINGERPR	62990000	Fingerprints	\$49.25
2019-09-12	IDENTOGO - TX FINGERPR	62990000	Fingerprints	\$49.25
2019-09-13	YOURMEMBERSHIP CAREERS	64960000	Job Posting	\$479.00
2019-09-14	IDENTOGO - TX FINGERPR	62990000	Fingerprints	\$49.25
2019-09-16	IDENTOGO - TX FINGERPR	62990000	Fingerprints	\$49.25
2019-09-16	IDENTOGO - TX FINGERPR	62990000	Fingerprints	\$49.25
2019-09-16	IDENTOGO - TX FINGERPR	62990000	Fingerprints	\$49.25
2019-09-18	SAMSLUB.COM	63990000	Supplies for HR Office	\$204.77
2019-09-19	IDENTOGO - TX FINGERPR	62990000	Fingerprints	\$49.25
2019-09-19	IDENTOGO - TX FINGERPR	62990000	Fingerprints	\$49.25
2019-09-23	IDENTOGO - TX FINGERPR	62990000	Fingerprints	\$49.25
2019-09-23	USPS PO 4801740017	64980000	Postage	\$6.85
2019-09-24	TXDPS CRIME RECS	62190000	Criminal History Search for applicant	\$3.32
2019-09-26	OTC BRANDS, INC.	64990005	Supplies for Breast Cancer Awareness Month	\$379.13
2019-09-26	HOUSTON HUMAN RESOURCE	64940000	DOL Training for N. Truitt	\$330.00
2019-09-27	USPS PO 4801740017	64980000	Postage	\$14.45
2019-09-28	IDENTOGO - TX FINGERPR	62990000	Fingerprints	\$49.25
2019-10-01	TXDPS CRIME RECS	62190000	Criminal History Search for Applicant	\$3.32
2019-10-01	TXDPS CRIME RECS	62190000	Criminal History Search for Applicant	\$3.32
2019-10-01	IDENTOGO - TX FINGERPR	62990000	Fingerprints	\$49.25
2019-10-02	HCC FOUNDATION	62650000	Job Fair at HCC-LNW	\$75.00
2019-10-02	IDENTOGO - TX FINGERPR	62990000	Fingerprints	\$49.25
2019-10-03	USPS PO 4801740017	64980000	Postage	\$7.00
2019-10-03	IDENTOGO - TX FINGERPR	62990000	Fingerprints	\$49.25
2019-10-06	FACEBK *YM7DWMW4D2	64960000	Facebook Job Posting/Ad	\$35.00

**030 - Human Resources \$2,478.41**

## HCDE Procurement Card Report - October Statement

### 050 - Business Support Services

2019-09-08	LAKESHORE LEARNING #57	63990000	BUS.SVC SUPPLIES FOR BUSINESS SERVICES OFFICE	\$313.28
2019-09-09	GOVERNMENT FINANCE OFF	64140000	J.AMEZCUA REGISTRATION GOVT FINANCE OFFICERS ASSOC	\$85.00
2019-09-10	AMZN MKTP US*WQ6XF4C13	63990000	BUS.SVCS SUPPLIES FOR BUSINESS SERVICES OFFICE	\$54.98
2019-09-10	WHATABURGER 434 Q26	64150080	STAFFORD MSD MEETING REVIEW AGENDA FOR OCT	\$28.84
2019-09-16	PARKING MANAGEMENT SER	64130000	JAMEZCUA PARKING ATTENDING STATE OF EDUCATION MTG	\$17.00
2019-09-19	WINGSTOP 0501	64150080	REFRESHMENTS FOR STAFFORD SHELTER IN PLACE MEETING	\$91.99
2019-09-22	UNITED 01615365601673	64130000	J.AMEZCUA ECONOMY SEATING ASSIGNMENT	\$25.00
2019-09-22	UNITED 01624739250024	64130000	J.AMEZCUA FLIGHT BROWNSVILLE PUB EDU SEM 9.25/26	\$504.60
2019-09-22	TRAVEL GUARD GROUP INC	64130000	J.AMEZCUA TRAVEL INS BROWNSVILLE 9.25/26 PUB EDU S	\$34.42
2019-09-25	DORAS TAXI CAB	64130000	J.AMEZCUA TRANSPORTATION PUB EDU SEM	\$75.00
2019-10-01	EL TIEMPO CANTINA STAF	64150080	STAFFORD SUPERINTENDENT AGENDA MEETING	\$82.63
2019-10-04	PIZZA HUT #27130	64150080	REFRESHMENTS FOR STAFFORD TRAINING MEETING	\$55.99

**050 - Business Support Services** **\$1,368.73**

## HCDE Procurement Card Report - October Statement

### 083 - Facilities Support Services

2019-09-04	THE HOME DEPOT 577	63150000	Building supplies (records) - NPO	\$91.88
2019-09-04	THE HOME DEPOT 577	63190000	Maintenance supplies- Facilities	\$89.98
2019-09-04	PRIORITY TOWING	62490000	Towing unit 10 - Facilities	\$117.50
2019-09-05	STOKES HARDWARE AND SU	63150000	Building supplies for 6300 Irvington	\$159.46
2019-09-05	GRAINGER	63150000	Building supplies for 6300 Irvington	\$167.04
2019-09-05	THE HOME DEPOT #0577	63190000	Maintenance supplies - Facilities	\$76.03
2019-09-05	THE HOME DEPOT #0577	63190000	Maintenance supplies - Facilities	\$22.94
2019-09-05	UNITED REFRIG BR #83	63190000	Maintenance supplies - Facilities	\$200.47
2019-09-05	UNITED REFRIG BR #83	63190000	Maintenance supplies - Facilities	\$6.25
2019-09-05	EXXONMOBIL 48076731	63110000	Gas/fuel for unit 8 - Facilities	\$57.76
2019-09-05	GRAINGER	63990000	Kitchen supplies for 6300	\$125.14
2019-09-05	GRAINGER	63990000	Kitchen supplies for 6300 Irvington	\$52.50
2019-09-06	AMZN MKTP US*ST10X1LI3	63150000	Building supplies and materials for 6300 Irvington	\$359.98
2019-09-06	HOMEDEPOT.COM	63990000	Patio Furniture for the 5th Floor Conference Cente	\$667.54
2019-09-06	AMZN MKTP US*UP4IQ1QR3	63190000	Maintenance supplies - Facilities	\$31.96
2019-09-06	AMAZON.COM*1R43B8OF3	63150000	Building supplies for 6300 Irvington	\$29.80
2019-09-07	THE HOME DEPOT #0577	63190000	Misc maintenance supplies for 6300 Irvington	\$14.93
2019-09-08	AMAZON.COM*P91MZ0C33	63990000	Misc building supplies for 6300 Irvington	\$15.99
2019-09-09	THE HOME DEPOT #0577	63150000	Building supplies for 6300 Irvington	\$66.83
2019-09-09	THE HOME DEPOT #0577	63190000	Maintenance supplies - Facilities	\$13.52
2019-09-09	U PULL AND PAY - HOUST	63190000	Maintenance supplies - Facilities	\$2.00
2019-09-09	U PULL AND PAY - HOUST	63170000	Vehicle Part unit 10- Facilities	\$32.98
2019-09-09	LOWES #00681*	63190000	Maintenance supplies - Facilities	\$37.39
2019-09-09	LOWES #01145*	63190000	Maintenance supplies - Facilities	\$56.74
2019-09-10	GRAINGER	63150000	Building supplies and material for 6300	\$53.84
2019-09-10	AMZN MKTP US*MO0JP3S10	63190000	Maintenance supplies - Facilities	\$29.95
2019-09-10	UNITED REFRIG BR #83	63150000	Building supplies - 6300 Irvington	\$462.48
2019-09-10	NORTHERN TOOL EQUIP TX	63170000	Vehicle parts - Facilities	\$193.51
2019-09-11	HOMEDEPOT.COM	63150000	Building supplies and materials for 6300	\$104.94
2019-09-11	HOMEDEPOT.COM	63150000	Building supplies and materials for 6300	\$104.94
2019-09-11	THE HOME DEPOT #0577	63150000	Building supplies and materials	\$132.50
2019-09-11	THE HOME DEPOT #0577	63150000	Building supplies - NPO	\$59.81
2019-09-11	SHERWIN WILLIAMS 70745	63150000	Building Supplies -6300 Irvington	\$130.44
2019-09-11	PILOT 00010256	63110000	Gas unit 45 -Facilities	\$64.75
2019-09-12	AMZN MKTP US*X96LQ9JI3	63990000	Misc Kitchen supplies for 6300 Irvington	\$12.93
2019-09-12	GRAINGER	63150000	Building supplies and materials for 6300	\$27.96
2019-09-12	GRAINGER	63150000	Refund parts and materials for 6300 Irvington	(\$108.84)
2019-09-12	THOMAS BUS GULF COAST	63170000	Vehicle part unit 36- Facilities	\$502.23
2019-09-12	THE HOME DEPOT #0577	63150000	Building supplies - 626 Lindale/Adult ED	\$38.36
2019-09-12	LOWES #00681*	63190000	Maintenance supplies - Facilities	\$126.31
2019-09-12	AMZN MKTP US*OD0WA21O3	63190000	Maintenance supplies - Facilities	\$29.94



## HCDE Procurement Card Report - October Statement

### 083 - Facilities Support Services

2019-09-12	UNITED REFRIG BR #83	63190000	Maintenance supplies - Facilities	\$34.09
2019-09-12	FP MAILING SOLUTIONS	64980000	Postage for the meter machine	\$618.50
2019-09-12	FP MAILING SOLUTIONS	64980000	Postage for meter at 6300	\$346.65
2019-09-13	HOUSTON PERMITTING CTR	64970000	Split - Licensing J. Lara - Facilities (23.33%)	\$108.35
2019-09-13	SHELL OIL 57543435309	63110000	Fuel for Unit #31	\$45.38
2019-09-13	STOKES HARDWARE AND SU	63150000	Building supplies and materials for 6300	\$33.76
2019-09-13	THE HOME DEPOT #0577	63150000	Building supplies - NPO	\$45.94
2019-09-13	THE HOME DEPOT #0577	63190000	Maintenance supplies - Facilities	\$21.94
2019-09-13	PPG PAINTS 9621	63150000	Building supplies - 6300 Irvington	\$134.35
2019-09-13	SHERWIN WILLIAMS 70745	63150000	Building supplies - 6300 Irvington	\$281.50
2019-09-14	NORTHERN TOOL EQUIP TX	63190000	Maintenance supplies - Facilities	\$63.96
2019-09-14	PEPBOYS STORE 239	63190000	Maintenance supplies - Facilities	\$27.53
2019-09-14	O'REILLY AUTO PARTS 40	63190000	Maintenance supplies - Facilities	\$12.99
2019-09-14	NORTHERN TOOL EQUIP TX	63190000	Maintenance supplies - Facilities	\$83.39
2019-09-15	AMZN MKTP US	63990000	Return misc kitchen supplies for 6300	(\$12.93)
2019-09-16	GRAINGER	63150000	Building supplies and materials for 6300	\$87.63
2019-09-16	CE HOUSTON	63150000	Building supplies - NPO	\$1,251.00
2019-09-16	GRAINGER	63190000	Maintenance supplies - Facilities	\$142.89
2019-09-16	CE HOUSTON	63150000	Building supplies - NPO	\$1,251.00
2019-09-16	THE HOME DEPOT #6507	63190000	Maintenance supplies - Facilities	\$64.91
2019-09-16	BUTLER BUSINESS PRODUC	63990000	Printer toner for J. Carson	\$380.97
2019-09-16	DRYWALL SUPPLY 201	63150000	Building supplies and materials for 6300	\$329.22
2019-09-17	PEPBOYS STORE 239	63190000	Maintenance supplies - Facilities	\$558.70
2019-09-17	PEPBOYS STORE 239	63190000	Maintenance supplies - Facilities	\$49.34
2019-09-17	STOKES HARDWARE AND SU	63150000	Building supplies and materials for 6300	\$140.62
2019-09-17	H.L. FLAKE COMPANY	63190000	Maintenance supplies - Facilities	\$68.66
2019-09-17	H.L. FLAKE COMPANY	63190000	Maintenance supplies - Facilities	\$438.20
2019-09-17	ACT PIPE AND SUPPLY HO	63190000	Maintenance supplies - Facilities	\$142.98
2019-09-17	UNITED REFRIG BR #83	63190000	Split - Maintenance supplies - Facilities (28.09%)	\$57.00
2019-09-18	THE HOME DEPOT #0569	63190000	Maintenance supplies - Facilities	\$11.26
2019-09-18	AZTEC EVENTS AND TENTS	62660000	Stage rental for Symposium at 6300	\$871.95
2019-09-18	GRAINGER	63990000	New carts for 6300 Irvington	\$1,091.40
2019-09-18	GRAINGER	63990000	Misc kitchen supplies for 6300 Irvington	\$108.84
2019-09-18	REGION 4 EDUCATION SER	64940000	Training - Facilities	\$60.00
2019-09-18	REGION 4 EDUCATION SER	64940000	Registration Bus Driver Training - Facilities	\$60.00
2019-09-18	GRAINGER	63190000	Maintenance supplies - Facilities	\$74.98
2019-09-18	GRAINGER	63150000	Building supplies and materials for 6300	\$480.16
2019-09-19	USA*CANTEEN VENDING	64180000	Drink purchase under emergency circumstances	\$1.60
2019-09-19	TX DEPT AGRICULTURE	64970000	Licensing for staff - Facilities	\$511.51
2019-09-19	CE HOUSTON	63150000	Building supplies - NPO	\$1,099.50
2019-09-19	AMZN MKTP US*6D5YD28S3	63990000	Misc building supplies and materials for 6300	\$160.99
2019-09-19	THE HOME DEPOT #0577	63150000	Building supplies - NPO	\$46.44
2019-09-19	WILSONART LLC HOUSTON	63190000	Maintenance supplies - Facilities	\$61.85

## HCDE Procurement Card Report - October Statement

### 083 - Facilities Support Services

2019-09-19	SAMSClub.COM	63150000	Kitchen supplies for 6300 Irvington	\$158.88
2019-09-19	AMZN MKTP US*C41M40RL3	63990000	Misc kitchen supplies for 6300 Irvington	\$74.02
2019-09-20	AMZN MKTP US*OI59O9QI3	63150000	Building supplies - NPO	\$167.94
2019-09-20	FP MAILING SOLUTIONS	64980000	Tax credited back from postage meter	(\$26.72)
2019-09-23	JOHNSON SUPPLY N SHE	63150000	Building supplies and materials for 6300	\$106.44
2019-09-23	SOUTHWES 5262123202074	64130000	Airline flight to Corpus Christi for Richard Vela	\$585.96
2019-09-23	SOUTHWES 5262123202073	64130000	Airline flight to Corpus Christi for Joe Carreon	\$585.96
2019-09-23	HOUSTON FREIGHTLINER P	63170000	Vehicle parts unit 36 - Facilities	\$83.06
2019-09-23	UNITED REFRIG BR #83	63150000	Building supplies - NPO	\$113.78
2019-09-23	UNITED REFRIG BR #83	63190000	Maintenance supplies - Facilities	\$27.85
2019-09-23	STOKES HARDWARE AND SU	63150000	Building supplies and maintenance	\$5.69
2019-09-24	UNITED REFRIG BR #83	63190000	Maintenance supplies - Facilities	\$17.31
2019-09-24	LOWES #01128*	63190000	Maintenance supplies - Facilities	\$31.92
2019-09-24	GRAINGER	63150000	Building supplies and materials for 6300	\$56.64
2019-09-24	STARTEX LINEN CO INC	63150000	Tablecloths for 6300 Irvington	\$786.56
2019-09-24	TX DPS PRIV SEC BUS	64970000	DPS Private Security License - Facilities	\$812.00
2019-09-24	MURPHY EXPRESS 8628	63110000	Gas unit 45 - Facilities	\$65.02
2019-09-24	EXXONMOBIL 47941521	63110000	Gas unit 36 - Facilities	\$130.26
2019-09-25	PEPBOYS STORE 239	63170000	Vehicle parts unit 7 - Facilities	\$97.40
2019-09-25	AMZN MKTP US	63990000	Return misc kitchen supplies for 6300 Irvington	(\$25.62)
2019-09-25	THE HOME DEPOT #0577	63190000	Maintenance supplies - Facilities	\$26.95
2019-09-25	PREFLIGHT ONL - AP010	64130000	Pre-flight check in/ J. Carreon	\$12.22
2019-09-25	ISI*COMMERCIAL REFRIG	63150000	Building supplies - Irvington	\$167.60
2019-09-26	CE HOUSTON	63150000	Building supplies - NPO	\$1,703.00
2019-09-26	FASTSIGNS #12201	63150000	Signs for 6300 Irvington	\$423.00
2019-09-26	THE HOME DEPOT 577	63190000	Maintenance supplies - Facilities	\$705.30
2019-09-26	TRU CORPUS CHRISTI	64110000	Lodging for Joe Carreon	\$107.91
2019-09-26	TRU CORPUS CHRISTI	64110000	Lodging for Richard Vela	\$99.00
2019-09-26	NATIONAL RECREATION &	63990000	Safety Inspector practice exam for A. Valadez	\$90.00
2019-09-26	INT*IN *RAPTOR TECHNOL	63970000	Software renewal for the security officers at 6300	\$525.00
2019-09-26	HOU PARKING GARAGE	64130000	Parking for Richard Vela	\$30.00
2019-09-26	AMZN MKTP US*RV4UI4G03	63150000	Misc kitchen supplies for 6300 Irvington	\$125.98
2019-09-27	FASTSIGNS #12201	63150000	Signs for 6300 Irvington	\$211.50
2019-09-27	AN FORD GULF FREEWAY	63170000	vehicle parts unit 30 - facilities	\$35.74
2019-09-27	NORTHERN TOOL EQUIP TX	63190000	Maintenance supplies - Facilities	\$130.96
2019-09-27	AMZN MKTP US*DF7VP7DV3	63150000	Misc kitchen supplies for 6300 Irvington	\$71.94
2019-09-27	JOHNSON SUPPLY PASADEN	63190000	Maintenance supplies - Facilities	\$50.08
2019-09-27	PREFLIGHT - HOUSTON HO	64130000	Pre-flight check in/J. Carreon	\$2.00
2019-09-27	HOUSTON PERMITTING CTR	64920000	Split - Permit 805 Caplin - Irvington (15.76%)	\$145.90
2019-09-27	HOUSTON PERMITTING CTR	64920000	Split - Permits 626 Lindale - Adult Ed (11.71%)	\$108.35

## HCDE Procurement Card Report - October Statement

### 083 - Facilities Support Services

2019-09-27	HOUSTON PERMITTING CTR	64920000	Split - Permit 6300 Irvington - Irvington (15.76%)	\$145.90
2019-09-27	HOUSTON PERMITTING CTR	64920000	Split - Permit NPO- NPO (56.76%)	\$525.36
2019-09-27	AMZN MKTP US*V504Y2Z13	63150000	Misc building supplies for 6300	\$159.60
2019-09-27	AMZN MKTP US*7U04U8WQ3	63150000	Misc kitchen supplies for 6300	\$25.98
2019-09-28	TEX DEPT LICEN N REG	64970000	Electrical Licensing - Facilities	\$20.00
2019-09-29	THE HOME DEPOT #0577	63190000	Misc maintenance supplies	\$32.75
2019-09-29	THE HOME DEPOT #0577	63150000	Misc building supplies / 6300	\$17.72
2019-09-30	LOWES #00681*	63150000	Misc building supplies for 6300	\$436.53
2019-09-30	TASBO	64970000	Membership renewal for T. Plapp	\$135.00
2019-10-01	HARBOR FREIGHT TOOLS 2	63170000	Maintenance supplies - Facilities	\$147.98
2019-10-01	GRAINGER	63190000	Maintenance supplies	\$125.14
2019-10-01	TRIPLES STEEL HOLDIN	63190000	Maintenance supplies - Facilities	\$218.55
2019-10-01	GRAINGER	63150000	Building supplies - NPO	\$337.52
2019-10-01	PEPBOYS STORE 239	63170000	Vehicle parts unit 30 - Facilities	\$538.60
2019-10-02	GRAINGER	63190000	Misc maintenance supplies	\$130.57
2019-10-02	PEPBOYS STORE 239	63170000	Vehicle parts unit 30 -Facilities	\$13.29
2019-10-02	EMPIRE TOOL TRADERS	63190000	Maintenance supplies - Facilities	\$99.99
2019-10-02	UNITED 01624754914031	64130000	Airline Ticket for Joe Carreon	\$609.40
2019-10-02	UNITED 01615386727010	64130000	Pre-flight check in/J. Carreon	\$25.00
2019-10-02	UNITED 01615386727021	64130000	Pre-flight check in/J. Carreon	\$25.00
2019-10-02	THE HOME DEPOT #0577	63190000	Maintenance supplies - Facilities	\$44.92
2019-10-02	OFFICE DEPOT #2809	63190000	Maintenance supplies - Facilities	\$35.15
2019-10-02	TURNER'S HARDWARE	63190000	Maintenance supplies - Facilities	\$22.18
2019-10-02	LOWES #00681*	63190000	Maintenance supplies - Facilities	\$47.32
2019-10-02	FP MAILING SOLUTIONS	64980000	Postage for HCDE	\$412.50
2019-10-03	HARRIS COUNTY TX - SCA	62470000	Vehicle reg. conv fee unit 30 - Facilities	\$0.18
2019-10-03	THE HOME DEPOT #0577	63190000	Maintenance supplies - Facilities	\$51.60
2019-10-03	HARRIS COUNTY TX - SCA	62470000	Vehicle registration unit 30 - Facilities	\$8.25
2019-10-03	ONE STOP MUFFLER SHOP	62470000	Vehicle Inspection - Facilities	\$25.50
2019-10-04	THE HOME DEPOT 6509	63180000	Custodial supplies	\$277.56
2019-10-04	TASBO	64970000	TASBO membership dues for L. Espinoza	\$135.00
2019-10-04	HOUSTON BEARING & SUPP	63150000	Building supplies - NPO	\$678.38
2019-10-04	TRIPLES STEEL HOLDIN	63190000	Maintenance supplies - Facilities	\$14.20
2019-10-04	628321-ABBA TRAINING	64940000	Electrician Training - Facilities	\$29.95
2019-10-04	628328-ABBA TRAINING	64940000	Electrician Training - Facilities	\$29.95

**083 - Facilities Support Services \$30,120.96**

## HCDE Procurement Card Report - October Statement

### 084 - Facilities Operations

2019-09-05	THE HOME DEPOT #6507	63150000	Split - Building supplies - ABS East (44.42%)	\$10.74
2019-09-06	CE HOUSTON	63150000	Building supplies - Highpoint East	\$299.40
2019-09-09	SUMMIT ELECTRIC SUPPLY	63150000	Building supplies - ABS East	\$95.64
2019-09-10	JOHNSON SUPPLY PASADEN	63150000	Building supplies - Highpoint East	\$381.38
2019-09-10	THE HOME DEPOT #6558	63150000	Building supplies - ABS West	\$19.92
2019-09-12	THE HOME DEPOT #6509	63150000	Building supplies - ABS East	\$17.32
2019-09-13	H.L. FLAKE COMPANY	63150000	Building supplies - Highpoint East	\$109.00
2019-09-16	LOWES #01145*	63150000	Building supplies - Highpoint East	\$24.96
2019-09-16	CE HOUSTON SE	63150000	Building supplies - Highpoint East	\$168.80
2019-09-17	JOHNSTONE SUPPLY OF HO	63150000	Building supplies - Highpoint East	\$123.33
2019-09-17	THE HOME DEPOT #6558	63150000	Building supplies - ABS West	\$153.47
2019-09-17	THE HOME DEPOT #6985	63150000	Building supplies - Highpoint East	\$31.83
2019-09-24	THE HOME DEPOT #6509	63150000	Building supplies - Highpoint East	\$2.94
2019-09-25	PICTUREFRAMES.COM	63150000	Building supplies - Fortis	\$419.75
2019-09-26	PICTUREFRAMES.COM	63150000	Return - Fortis	(\$419.75)
2019-09-26	THE HOME DEPOT #6985	63150000	Building supplies - Highpoint East	\$22.13
2019-10-01	THE HOME DEPOT #6558	63150000	Building supplies - ABS West	\$49.94
2019-10-01	PICTUREFRAMES.COM	63150000	Building supplies - Fortis	\$150.66
2019-10-01	GRAINGER	63150000	Building supplies - ABS West	\$81.17
2019-10-01	JOHNSON SUPPLY STONEY	63150000	Building supplies - ABS West	\$10.35
2019-10-02	THE HOME DEPOT #0569	63150000	Building supplies - Highpoint East	\$117.38
2019-10-02	CE HOUSTON	63150000	Building supplies - ABS West	\$225.30
2019-10-03	LOWES #01145*	63150000	Building Supplies - Highpoint East	\$9.01
2019-10-03	JOHNSON SUPPLY STONEY	63150000	Building supplies - ABS West	\$6.90
2019-10-05	AMZN MKTP US*VT8C59X63	63150000	Building supplies - Fortis	\$69.99

**084 - Facilities Operations \$2,181.56**

### 089 - Choice Facility Partners

2019-09-06	BUTLER BUSINESS PRODUC	63990000	General office supplies for CP	\$27.10
2019-09-10	TASBO	62650000	Split -Supporting Sponsor Exhibit booth (59.09%)	\$650.00
2019-09-10	TASBO	64960003	Split -Supporting Sponsor Sponsorship (40.91%)	\$450.00
2019-09-11	BUTLER BUSINESS PRODUC	63990000	General office supplies for CP	\$101.28
2019-09-13	HUBSPOT INC.	64990000	Subscription for CRM usage-Choice Partners	\$400.00
2019-09-13	AMZN MKTP US*607QE5GF3	63990000	Light diffusers for Cora 1 of 2	\$34.99
2019-09-18	TASBO	62650000	TASBO credit	(\$250.00)
2019-09-18	TASBO	62650000	TASBO Annual Conference 2020	\$1,900.00
2019-09-19	AMZN MKTP US*RK1HU0743	63990000	Light diffusers for Cora 2 of 2	\$34.99
2019-09-19	PHILLIPS 66 - QMART 1	64130000	CP rent car gas for TASA-TASB	\$20.93
2019-09-23	TASBO	62650000	TASBO booth inline credit	(\$150.00)
2019-09-25	TASBO	64970000	Annual TASBO membership - MLCausey	\$135.00
2019-09-26	BUTLER BUSINESS PRODUC	63990000	General office supplies for CP	\$122.45
2019-09-27	BUTLER BUSINESS PRODUC	63990000	General office supplies for CP	\$16.79
2019-10-01	THEPARKINGSPOT-267RC	64990000	Parking at airport for TOAL	\$23.53
2019-10-02	LITTLE ROCK MARRIOTT	64110000	TOAL 2019 Lodging	\$170.39
2019-10-04	LOGMEIN*GOTOMEETING	64990000	Go to Webinar subscription	\$280.00

**089 - Choice Facility Partners \$3,967.45**

## HCDE Procurement Card Report - October Statement

### 089 - Choice Partners

2019-09-05	AMZN MKTP US*MO8DV0SH1	63990000	Décor/Supplies for 2019 TOAL Booth Theme	\$5.99
2019-09-06	INT*IN *CATERING BY GE	64150000	CP Lunch/Learn Workshop for HISD	\$914.90
2019-09-06	KROGER #346	64180000	Refreshments/Supplies CP Vendor Orientation 9/11	\$147.72
2019-09-06	FAIRMONT AUSTIN	64110000	JWachs hotel for TAC Legislative Conf-CP	\$439.66
2019-09-10	AMZN MKTP US*MO5967SB0	63990000	Décor/Supplies for 2019 TOAL Booth Theme	\$82.31
2019-09-10	AMZN MKTP US*NA6LF8WX3	63990000	Décor/Supplies for 2019 TOAL Booth Theme	\$28.98
2019-09-12	INT*IN *CATERING BY GE	64150000	Catering for Choice Partners Vendor Orientation	\$1,091.10
2019-09-13	HILTON GARDEN INN	64110000	Hotel Reimbursement for ISM_RGV Conference	(\$2.17)
2019-09-17	INT*IN *CATERING BY GE	64150000	Lunch for Member Training/Vendor Showcase 9/17/19	\$1,753.00
2019-09-20	ACE PARKING LOT 3541	64130000	Parking for TASA/TASB Conf - SKendrick	\$20.00
2019-09-20	HILTON GARDEN INN	64110000	Hotel for TASA/TASB Conf. - SKendrick	\$224.54
2019-09-21	HILTON GARDEN INN	64110000	2019 TASA/TASB Conference	\$366.14
2019-09-22	COURTYARD BY MARRIOTT	64110000	TASA/TASB Annual Convention; Dallas TX	\$239.65
2019-09-23	ENTERPRISE RENT-A-CAR	64130000	Rent car for TASA-TASB	\$802.99
2019-09-23	ENTERPRISE RENT-A-CAR	64130000	TASA-TASB rent car 1 day reimbursement	(\$298.63)
2019-09-28	HILTON GARDEN INN	64110000	Hotel Expense for ISM_RGV Conference	\$329.94
2019-09-30	ENTERPRISE TOLL	64130000	Rent car tolls for TASA-TASB	\$11.40
2019-09-30	SOUTHWES 5262125594384	64130000	JWachs flight to NIGP Regional Exhibit at TBAC	\$246.96
2019-10-01	TASBO	64970000	TASBO Membership Renewal - Sandra K. Vorish	\$135.00
2019-10-01	TASBO	64970000	TASBO Membership Renewal - Faye Y. Johnson	\$135.00
2019-10-02	TASBO	64140000	Reimbursement for TASBO Conference - SKendrick	(\$235.00)
2019-10-03	WWW.TXPPA.ORG	64140000	TxPPA Fall Conference Registration - SKendrick	\$375.00

**089 - Choice Partners \$6,814.48**

## HCDE Procurement Card Report - October Statement

### 090 - Technology Support Services

2019-09-05	PAYPAL *DEEPNET	63990000	Supplies	\$77.00
2019-09-09	PAYPAL *AMREIN ENG	63970000	Software Purchase	\$125.00
2019-09-16	AMZN MKTP US*W93NR2NY3	63990000	Supplies	\$176.80
2019-09-17	4IMPRINT	64990000	Shirts	\$587.24
2019-09-24	AMAZON.COM*LT8KE8IE3	63990000	Office Supplies - Help Desk	\$89.90
2019-09-25	AMAZON.COM*8G52J2923	63290000	Books	\$156.72
2019-09-25	THE HUMAN SOLUTION	63990000	Chair Replacement Arms Arm Pads	\$86.00
2019-09-26	COMCAST HOUSTON CS 1X	64990000	Comcast for Safe Schools @ NPO	\$179.20
2019-09-27	HOUSTON CHRONICLE CIRC	63290000	Houston Chronicle for Technology usage	\$16.00
2019-09-30	AMZN MKTP US*1B42X37A3	63990000	Office Supplies	\$25.48
2019-10-05	MARRIOTT ST.LOUISGRAND	64110000	Hotel for Ungerbock Conference	\$1,053.76

**090 - Technology Support Services \$2,573.10**

### 092 - Marketing Services

2019-09-10	DALLAS CONVENTION CENT	62650000	Electrical Power for HCDE TASA/TASB Booth 954	\$125.00
2019-09-12	CATERING CASAREZ MEXIC	64180000	Event-HSPRA Meeting-Food-Cathering Casarez Mexican	\$1,346.50
2019-09-14	EIG*CONSTANTCONTACT.C	63970000	Software Purchase for: Constant Contact	\$241.50
2019-09-18	TASBO	62650000	TASBO Expo member discount-booth 216	(\$250.00)
2019-09-18	TASBO	62650000	TASBO March 3-4, 2019, HCDE Booth 216	\$1,900.00
2019-09-18	LORENZO HOTEL	64140000	Hotel for S.DeLosSantos for HCDE TASA/TASB conf.	\$238.59
2019-09-18	CY FAIR HOUSTON CHAMBE	62650000	HCDE Booth Registration for 3-Bus. Exp	\$90.00
2019-09-20	LANIER PARKING 2108020	64130000	Parking ticket for TASA TASB Event	\$10.00
2019-09-20	PMS OF TEXAS BANANA	64130000	Parking ticket for TASA TASB Event	\$7.00
2019-09-21	LORENZO HOTEL	64110000	JWachs hotel for TASA-TASB	\$477.18
2019-09-21	LORENZO HOTEL	64110000	Hotel-Dallas TX-TASA Event, Stephanie DeLosSantos	\$238.59
2019-09-21	ACE PARKING 3541	64130000	Parking ticket for TASA TASB Event	\$15.00
2019-09-24	AMERICAN MARKETING ASS	64940000	Registration for 3 CE staff to AMA Marketing Edge	\$825.00
2019-09-25	EIG*CONSTANTCONTACT.C	63970000	Software Purchase for: Constant Contact	\$578.28
2019-09-26	BEST BUY 00002139	63990000	Office Supplies-CE	\$129.98
2019-09-26	APPLE STORE #R164	63990000	Office Supplies-CE	\$138.00
2019-10-04	AMERICAN MARKETING ASS	64940000	Stephanie De Los Santos-event with AMA Association	\$215.00
2019-10-04	AMERICAN MARKETING ASS	64940000	Nick Covenas-event with AMA Association	\$215.00
2019-10-04	AMERICAN MARKETING ASS	64940000	Janet Wachs-event with AMA Association	\$215.00
2019-10-05	EIG*CONSTANTCONTACT.C	63970000	Software Purchase for: Constant Contact	\$315.00

**092 - Marketing Services \$7,070.62**

## HCDE Procurement Card Report - October Statement

### 093 - Chief Information Officer

2019-09-12	AMZN MKTP US*UZ3GT7ND3	63990000	Supplies (50%)	\$29.98
2019-09-18	NSPRA	64970000	Membership Renewal	\$285.00

**093 - Chief Information Officer \$314.98**

### 094 - External Relations

2019-09-09	USPS PO 4801790029	64980000	CMRRR Postage	\$213.95
2019-09-11	USPS PO 4801790029	64980000	CMRR Postage	\$171.50
2019-09-12	USPS PO 4801790029	64980000	CMRR Postage	\$7.45
2019-09-12	HOUSTON CHRONICLE CIRC	63290000	Reading materials	\$14.00
2019-09-12	AMZN MKTP US*UZ3GT7ND3	63990000	Supplies (50%)	\$29.98
2019-09-16	60684 - 1225 LOUISIANA	64170000	Local daily mileage	\$25.00
2019-09-17	USPS PO 4801790029	64980000	CMRRR Postage	\$42.30

**094 - External Relations \$504.18**

### 098 - Department Wide

2019-09-10	IKEA.COM 334080444	63990000	Tax Refund for chairs for Intentional Leadership	(\$142.72)
2019-10-01	THE FRENCH CORNER	64160000	Lunch for Intentional Leadership	\$2,475.75

**098 - Department Wide \$2,333.03**

### 111 - Therapy Services

2019-09-18	PAYPAL *GULFCOASTAD	64140000	Split - CCrabb GCASE Reg fee (22.41%)	\$97.50
2019-09-18	PAYPAL *GULFCOASTAD	64110000	Split - CCrabb GCASE Lodging (55.17%)	\$240.00
2019-09-18	PAYPAL *GULFCOASTAD	64970000	Split - CCrabb GCASE Dues (22.41%)	\$97.50
2019-09-19	BUTLER BUSINESS PRODUC	63990000	Office Printer Ink	\$150.99
2019-09-21	EIG*CONSTANTCONTACT.C	64990000	Marketing/Recruiting Email Blast	\$45.00
2019-09-23	FREDPRYOR CAREERTRACK	64970000	ICcontreras Admin. Assist. Conf reg. fee	\$149.00
2019-09-26	PAYPAL *GULFCOASTAD	64140000	Split - MMcGouldrick GCASE Reg. fee (26.71%)	\$97.50
2019-09-26	PAYPAL *GULFCOASTAD	64110000	Split - MMcGouldrick GCASE Conf lodging fee (46.58%)	\$170.00
2019-09-26	PAYPAL *GULFCOASTAD	64970000	Split - MMcGouldrick GCASE Conf Dues (26.71%)	\$97.50
2019-09-26	PAYPAL *GULFCOASTAD	64140000	Split - PShaw GCASE Reg. fee (26.71%)	\$97.50
2019-09-26	PAYPAL *GULFCOASTAD	64110000	Split - PShaw GCASE Conf lodging fee (46.58%)	\$170.00
2019-09-26	PAYPAL *GULFCOASTAD	64970000	Split - PShaw GCASE Conf Dues (26.71%)	\$97.50

**111 - Therapy Services \$1,509.99**

## HCDE Procurement Card Report - October Statement

### 131 - ABC East

2019-09-05	SAMSClub #8244	64990000	Misc. Operating Cost-Wtr for clinic & wipes	\$26.08
2019-09-05	USPS PO 4801240047	64980000	Postage-Mail out restraint reports-Parent	\$20.45
2019-09-06	REGION 4 EDUCATION SER	64940000	Registration-T-TESS trng. C. Jordan-A.P.	\$450.00
2019-09-07	USPS PO 4840650562	64980000	Postage-mail out restraint reports-Parents	\$8.30
2019-09-11	USPS PO 4868450501	64980000	Postage-Mail out restraint reports	\$20.15
2019-09-12	USPS PO 4868450501	64980000	Postage-mail out restraint reports-Parents	\$4.15
2019-09-14	USPS PO 4840650562	64980000	Postage-mail out restraint reports-Parents	\$16.30
2019-09-18	USPS PO 4868450501	64980000	Postage-mail out restraint reports-Parents	\$32.60
2019-09-24	USPS PO 4868450501	64950006	Postage-Mail out restraint reports	\$48.75
2019-09-25	SHELL OIL 57543437107	63110000	Gas for van @ ABS-East	\$76.91
2019-09-25	SAMS CLUB #8244	64990000	Misc Op. Cost-Items for school store for students	\$980.34
2019-09-25	USPS PO 4868450501	64980000	Postage-Mail out restraint reports-parents	\$32.90
2019-09-30	H-E-B #540	63410000	Food Cafeteria-Lunch items for students	\$17.86
2019-09-30	USPS PO 4868450501	64980000	Postage-Mail out restraint reports-parents	\$45.35
2019-10-01	OFFICE DEPOT #620	63990000	General supplies for ABS East	\$437.56
2019-10-02	WM SUPERCENTER #3213	64990000	Misc Op Cost-Crackers for Clinic @ ABS-East	\$5.48
2019-10-02	WM SUPERCENTER #3213	63990000	General Supplies-Items for Clinic @ ABS-East	\$81.41
2019-10-02	USPS PO 4868450501	64980000	Postage-Mail out restraint reports	\$50.60
2019-10-05	USPS PO 4806000521	64980000	Postage-Mail out restraint reports	\$61.30
<b>131 - ABC East</b>				<b>\$2,416.49</b>



## HCDE Procurement Card Report - October Statement

### 132 - ABC West

2019-09-04	OFFICE DEPOT #2195	63990000	General Supplies	\$196.78
2019-09-04	OFFICE DEPOT #2195	63990000	General Supplies	\$143.93
2019-09-05	OFFICE DEPOT #2195	63990000	General Supplies	\$29.99
2019-09-05	WM SUPERCENTER #3584	63910000	Instructional Materials for P.E.	\$89.52
2019-09-05	WM SUPERCENTER #3584	64990000	Boys Town Trading Store/ Rewards for students	\$25.24
2019-09-05	WAL-MART #3584	64990000	Boys Town Trading Store/ Rewards for students	\$69.00
2019-09-05	WAL-MART #3584	63990000	General Supplies	\$62.85
2019-09-05	WAL-MART #3584	63990000	General Supplies	\$43.52
2019-09-05	CHEVRON 0307457	63110000	ABS West Van Fill Up	\$74.69
2019-09-05	USPS PO 4803790066	64980000	ABS West Mail for Parents	\$4.15
2019-09-06	OFFICE DEPOT #2195	63990000	General Supplies	\$52.45
2019-09-06	OFFICE DEPOT #2195	64990000	Boys Town Trading Store/ Rewards for students	\$32.24
2019-09-06	USPS PO 4803790066	64980000	ABS West Mail to Parents	\$2.00
2019-09-09	WAL-MART #3584	64990000	Boys Town Trading Store/Rewards for students	\$169.84
2019-09-09	WAL-MART #3584	64990000	Boys Town Trading Store/Rewards for students	\$109.71
2019-09-09	WAL-MART #3584	63980000	Food for Classroom	\$150.54
2019-09-09	99 CENTS ONLY STORES 2	64990000	Boys Town Trading Store/ Rewards for students	\$155.24
2019-09-09	USPS PO 4803790066	64980000	ABS West mail to parents	\$8.00
2019-09-09	99 CENTS ONLY STORES 2	64990000	Boys Town Trading Store / Rewards for students	\$62.86
2019-09-09	99 CENTS ONLY STORES 2	63980000	Food for Classroom	\$38.46
2019-09-09	WAL-MART #3584	64990000	Boys Town Trading Store/Rewards for students	\$143.28
2019-09-09	WAL-MART #3584	64990000	Boys Town Trading Store / Rewards for students	\$131.59
2019-09-09	WAL-MART #3584	64990000	Boys Town Trading Store/ Rewards for students	\$166.09
2019-09-09	WAL-MART #3584	63980000	Food for Classroom	\$13.40
2019-09-09	WAL-MART #3584	64990000	Boys Town Trading Store/Rewards for students	\$17.41
2019-09-10	SAMSCLUB #4769	64970000	ABS West Sam's Membership Renewal	\$100.00
2019-09-10	SAMSCLUB #4769	64990000	Boys Town Trading Store/Rewards for students	\$159.22
2019-09-10	SAMSCLUB #4769	64990000	Boys Town Trading Store/Rewards for students	\$881.29
2019-09-10	SAMSCLUB #4769	63990000	General Supplies	\$164.96
2019-09-10	WAL-MART #3584	64990000	Boys Town Trading Store/Rewards for students	\$267.63
2019-09-10	WAL-MART #3584	64990000	Boys Town Trading Store/Rewards for students	\$150.21
2019-09-10	USPS PO 4803790066	64980000	ABS West mail to parents	\$4.00
2019-09-10	SHELL OIL 57542994504	63110000	ABS West Bus Fill Up	\$110.00
2019-09-11	USPS PO 4803790066	64980000	ABS West mail to parents	\$6.00
2019-09-12	USPS PO 4803790066	64980000	ABS West mail to parents	\$4.15
2019-09-13	SAMS CLUB #8245	63990000	General Supplies	\$32.90
2019-09-13	SAMS CLUB #8245	63980000	Food for Classroom	\$68.52
2019-09-16	USPS PO 4803790066	64980000	ABS West mail to parents	\$4.00
2019-09-17	USPS PO 4803790066	64980000	ABS West mail to parents	\$2.00
2019-09-18	TEACHERSPAYTEACHERS.C	63910000	Instructional Supplies for students	\$82.58

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## HCDE Procurement Card Report - October Statement

### 132 - ABC West

2019-09-18	USPS PO 4803790066	64980000	ABS West mail to Parents	\$6.00
2019-09-19	WM SUPERCENTER #3584	64990000	Boys Town Trading Store/ Rewards for students	\$79.88
2019-09-19	WM SUPERCENTER #3584	63990000	General Supplies	\$103.74
2019-09-19	WM SUPERCENTER #3584	64990000	Boys Town Trading Store/Rewards for students	\$50.88
2019-09-19	WAL-MART #3584	63980000	Food for Classroom	\$2.90
2019-09-19	WAL-MART #3584	63910000	Instructional Supplies for students	\$196.44
2019-09-19	WAL-MART #3584	63980000	Food for Classroom	\$42.09
2019-09-23	USPS PO 4803790066	64980000	ABS West mail to parents	\$6.00
2019-09-23	REGION 4 EDUCATION SER	64940000	Educational Training for Mr. Rowe	\$130.00
2019-09-25	USPS PO 4803790066	64980000	ABS West mail to parents	\$10.15
2019-09-25	99 CENTS ONLY STORES 2	63980000	Food for Classroom	\$6.00
2019-09-26	SAMS CLUB #4769	63990000	General Supplies	\$112.55
2019-09-26	SAMS CLUB #4769	64160000	ABS West Open House	\$91.65
2019-09-26	SAMS CLUB #4769	64160000	ABS West Open House	\$147.48
2019-09-26	SAMS CLUB #4769	64160000	ABS West Open House	\$47.77
2019-09-26	99 CENTS ONLY STORES 2	64160000	ABS West Open House	\$20.00
2019-09-27	MICRO CENTER HOUSTON	63990000	General Supplies	\$19.98
2019-09-30	USPS PO 4803790066	64980000	ABS West Mail to parents	\$8.30
2019-10-01	USPS PO 4803790066	64980000	ABS West mail to parents	\$4.00
2019-10-02	WM SUPERCENTER #3584	64990000	Boys Town Enrichment Friday/ for students	\$568.00
2019-10-02	WAL-MART #3584	64990000	Boys Town Enrichment Friday/for students	\$163.56
2019-10-02	WAL-MART #3584	64990000	Boys Town / ABA Reinforcers for students	\$100.28
2019-10-02	WAL-MART #3584	64990000	Boys Town Trading Store / Rewards for students	\$140.32
2019-10-02	WAL-MART #3584	64990000	Boys Town Trading Store/Rewards for students	\$45.82
2019-10-03	REGION 4 EDUCATION SER	64940000	Educational Training for Counselor	\$225.00
2019-10-03	USPS PO 4803790066	64980000	ABS West mail to Parents	\$6.00
2019-10-04	CICI S PIZZA 347	64990000	Boys Town / Rewards for students	\$154.89
2019-10-04	99 CENTS ONLY STORES 2	64990000	ABA Enrichment Activity for students	\$14.00
2019-10-04	USPS PO 4803790066	64980000	ABS West mail to parents	\$4.00

**132 - ABC West \$6,537.92**

## HCDE Procurement Card Report - October Statement

### 190 - Technology Cloud Project

2019-09-05	GAYLORD NATIONAL F/D	64110000	Hotel stay GenCyber Fall Meeting	\$296.18
2019-09-05	AMZN MKTP US	63910000	Tax credit refund on Inst. materials	(\$14.42)
2019-09-05	AMZN MKTP US	63910000	Tax credit refund on instructional materials	(\$18.00)
2019-09-05	AMZN MKTP US	63910000	Tax credit refund on Instructional Materials	(\$8.57)
2019-09-05	AMZN MKTP US	63910000	Tax credit refund on Inst. materials	(\$3.30)
2019-09-05	AMZN MKTP US	63910000	Tax credit refund on Inst. materials	(\$12.37)
2019-09-05	AMZN MKTP US	64150000	Refund	(\$7.92)
2019-09-10	JASON'S DELI AR VT	64150000	Tax Refund	(\$27.23)
2019-09-10	J HARDING & CO	64990000	T-shirts Impact event	\$272.25
2019-09-10	J HARDING & CO	63910000	T-shirts GenCyber conference	\$762.50
2019-09-10	PANERA BREAD #204124 P	64150000	Tax credit refund food for GenCyber Camp	(\$10.86)
2019-09-10	JASON'S DELI AR VT	64150000	Tax Refund	(\$14.31)
2019-09-11	DON CARLOS MEXICAN RES	64150000	Tax Refund	(\$52.88)
2019-09-13	TACO CABANA 20333 OLO	64150000	Tax credit refund on Food for GenCyber Camp	(\$6.18)
2019-09-13	TACO CABANA 20333 OLO	64150000	Tax credit refund on food for food for GenCyber Ca	(\$9.65)
2019-09-18	INT*IN *COLOR ONE SYST	63960000	Business cards for TLC Manager	\$49.00
2019-09-18	AMAZON.COM*JY9D46BH3	63990000	Office supplies	\$112.94
2019-09-19	PAYPAL *HOUSTONAREA	64970000	Membership Dues HAABSE, TABSE, NABSE	\$235.48
2019-09-24	J HARDING & CO	64990000	Shirts, Blazers Errica, Colina, Frances	\$563.86
2019-09-24	ACCUTRAIN CORPORATION	64940000	Registration Innovative Schools Summit	\$127.54
2019-09-27	ENTERPRISE RENT-A-CAR	64130000	Rental car GenCyber Fall Meeting	\$172.40
2019-09-27	EXXONMOBIL 47828272	64130000	Fuel Rental car GenCyber Fall Meeting	\$9.78
2019-09-28	GAYLORD NATIONAL F/D	64110000	Hotel stay GenCyber Fall Meeting	\$406.28
2019-10-02	ADOBE *800-833-6687	63970000	Adobe ID account login - Access Adobe products	\$9.99
2019-10-02	CANVA* 02465-10106219	63970000	Canva - Software	\$119.40
2019-10-02	CANVA* 02465-13589477	63970000	Canva Authorization Charge	\$1.00
2019-10-04	DISCOVERU	64120000	Ticket for DiscoverU luncheon	\$125.00
2019-10-05	LA MADELEINE SAWYER HE	64150000	A-F Accountability Meeting Lunch	\$137.50
<b>190 - Technology Cloud Project</b>				<b>\$3,215.41</b>

## HCDE Procurement Card Report - October Statement

### 201 - Adult Education

2019-09-05	WM SUPERCENTER #3640	63990021	Refreshment	\$18.98
2019-09-20	TALKTOTHEMANAGER, INC.	63970000	Software purchase for the classroom	\$69.00
2019-09-21	SCRIBBLAR.COM	63970000	Software purchase for the classroom	\$69.00
2019-09-24	AVENIDA NORTH GARAGE	64170000	Parking Receipt to attend the GH Partnership	\$10.00
2019-09-25	DOUBLETREE AUSTIN	64110000	Lodging for L. Sosa to attend the DL Convening	\$172.16
2019-09-27	DOUBLETREE AUSTIN	64110000	Lodging for A. Johnson to attend the DL Convening	\$520.25
2019-09-27	DOUBLETREE AUSTIN	64110000	Lodging for S. Ross to attend AEL Fall Institute	\$333.50
2019-09-27	DOUBLETREE AUSTIN	64110000	Credit for State Tax charge	(\$17.40)
2019-09-27	DOUBLETREE AUSTIN	64110000	Lodging for A. DeLeon to attend AEL Fall Institute	\$333.50
2019-09-27	DOUBLETREE AUSTIN	64110000	Charge an Error - Hotel Parking - Will be credited	\$10.82
2019-09-27	DOUBLETREE AUSTIN	64110000	Credit - Hotel Parking - Waived for A. De Leon	(\$10.82)
2019-09-27	DOUBLETREE AUSTIN	64110000	Lodg. for D. Johnson to attend AEL Fall Institute	\$316.10
2019-09-27	DOUBLETREE AUSTIN	64110000	Lodg. for G. Medina to attend AEL Fall Institute	\$316.10
2019-09-27	DOUBLETREE AUSTIN	64110000	Lodging for M.O'Brien to attend AEL Fall Institute	\$316.10
2019-09-30	DOLLAR TREE	63990021	Purchase of general supplies for E & E Meeting	\$25.00

**201 - Adult Education \$2,482.29**

### 301 - ISS-Division Wide

2019-09-07	SHERATON DALLAS	64110000	Emp travel lodging/erroneous charge/TLC division	\$217.84
2019-09-10	HOUSTON ZOO- FINANCE	62990000	Split - E&E EOY Meeting TLC 9/12/19 (20%)	\$242.45
2019-09-15	FEDEX OFFIC21000021063	63960000	Print Board Books	\$1,793.63
2019-09-23	SHERATON DALLAS	64110000	Hotel	\$240.70
2019-09-27	AUDIBLE US*VB83978I3	63290000	Audible	\$29.16
2019-09-30	PAPPAS DELIVERY	64150000	Intentional Leaders set up meeting	\$268.85

**301 - ISS-Division Wide \$2,792.63**

## HCDE Procurement Card Report - October Statement

### 302 - ISS-Math

2019-09-06	J HARDING & CO	64990000	Shirts for TLC events/workshops	\$334.78
2019-09-23	TASM	64990000	TASM Public Website	\$65.00
2019-09-29	KROGER #312	64180000	Refreshments lead4ward: Math Intervention ws	\$15.99
2019-10-02	WAL-MART #5959	64180000	Refreshments lead4ward: Math Intervention ws	\$55.88
2019-10-03	DOLLAR TREE	64990000	Misc. supplies for Galena Park Math PD	\$30.00
2019-10-03	WM SUPERCENTER #4526	64990000	Misc. supplies Galena park Math PD	\$48.04
2019-10-04	DOLLAR TREE	64990000	Misc. supplies Galena park Math PD	\$44.00
2019-10-04	WAL-MART #1279	64990000	Misc. supplies Galena Park Math PD	\$57.26
2019-10-04	OFFICE DEPOT #2809	63990000	Office supplies for Math	\$96.17
2019-10-05	AMZN MKTP US*AL2QX6CB3	64990000	Misc. supplies DYI: Composing & Decomposing Lufkin	\$8.99
2019-10-05	AMZN MKTP US*Q508B7MA3	64990000	Misc. supplies DYI: Composing & Decomposing Lufkin	\$39.84
2019-10-05	AMZN MKTP US*6D4AE3BR3	64990000	Misc. supplies DYI: Composing & Decomposing Lufkin	\$22.50

**302 - ISS-Math \$818.45**

### 303 - ISS-Science

2019-09-09	PAYPAL *YOUNG AUD	64940000	Workshop Reg. fee Ignition: Sparking Creativity	\$45.00
2019-09-12	WAL-MART #0744	64990000	Misc. supplies Ignition Sparking Creativity Conf.	\$8.14
2019-09-24	ALONTI CAFE & CATERING	64150000	Participants lunch STAAR Academy Gr. 5 ws	\$148.53
2019-09-25	JASON'S DELI TNY 028	64150000	Participants lunch - STAAR Academy GR. 5 ws Day 2	\$61.00
2019-09-26	WM SUPERCENTER #744	64180000	Refreshments for Digging Deeper ws	\$26.90
2019-09-27	J HARDING & CO	64990000	Shirts for TLC events/ws	\$105.98
2019-09-29	WAL-MART #0744	63990000	Office supplies for Leadership Event	\$58.55
2019-10-03	WAL-MART #0744	63990000	Office supplies for science	\$47.20

**303 - ISS-Science \$501.30**

### 304 - ISS-Bilingual

2019-09-05	AMZN DIGITAL *DN5GO4523	63290000	Digital Book: Visible Learning for Literacy	\$24.27
2019-09-05	AMZN DIGITAL	63290000	Refund for Book Order Visible Learning for Literac	(\$24.27)
2019-09-05	AMAZON.COM*RI53E20X3	63290000	Book: Understanding Texts & Readers	\$32.25
2019-09-08	AMAZON.COM*K24YT3N73	63290000	Book: Ultima parade de la calle	\$17.30
2019-09-08	AMAZON.COM*MO3595QZ0	63290000	Books for TLC Bilingual Curriculum Director.	\$328.83
2019-09-08	AMAZON.COM*196AK9HR3	63290000	Book: El faro de las almas	\$16.01
2019-09-12	J HARDING & CO	64990000	TLC Logo Shirts for Curriculum Director.	\$96.94
2019-09-13	AMZN MKTP US*2Y7IL3NT3	63990000	Sticky notes, planner, notebooks, Sticky dot label	\$74.15

**304 - ISS-Bilingual \$565.48**

## HCDE Procurement Card Report - October Statement

### 307 - ISS-English Language Arts

2019-09-06	AMAZON.COM*6K5R57CL3	63990000	Gel Pens, Assortment of Colors for workshops.	\$33.84
2019-09-07	AMAZON.COM*GY04Z1GC3	63290000	Books for TLC Curriculum Director.	\$34.58
2019-09-09	AMZN MKTP US*MK00X1PF3	63290000	Book for TLC Curriculum Director.	\$40.00
2019-09-11	AMZN MKTP US	63290000	Credit for World War II: Infographics Book.	(\$8.04)
2019-09-12	J HARDING & CO	64990000	Long Pocket Cardigan and Shirts for TLC workshops.	\$135.94
2019-09-16	AMZN MKTP US*R41T90CG3	63990000	Laminating Pouches for laminating machine.	\$155.57
2019-09-17	AMAZON.COM*AV5TE4VJ3	63290000	Book: Questioning for Classroom Discussion	\$14.50
2019-09-17	AMZN MKTP US*8S7HE9LJ3	63990000	Dry Erase Lapboards, Markers, Pens.	\$89.87
2019-09-17	AMZN MKTP US	63990000	Refund for Printer Paper, Color lead refills, Pens	(\$80.86)
2019-09-18	AMZN MKTP US*850IP7OV3	63990000	Mini Magnetic Whiteboard Erasers.	\$15.99
2019-09-22	AMAZON.COM*PZ9FK9GM3	63290000	Book: Astronaut With a Song for the Stars.	\$17.99
2019-09-23	HYATT PLACE AUSTIN AIR	64110000	CREST Conference in Austin.	\$139.58
2019-09-23	AMZN MKTP US*O22B50NT3	63990000	12-Pack Journal Notebooks	\$89.45
2019-09-27	TEXAS ART SUPPLY 51	63990000	Glue sticks, glitter tape red	\$13.14
2019-09-27	TEXAS ART SUPPLY 51	63990000	Fome-Cor board, mat board, journals.	\$121.00
2019-09-27	TEXAS ART SUPPLY 51	63990000	Refund Crescent fome-cor board, mat board, journal	(\$12.11)
2019-09-29	AMAZON.COM*6Y64Q62V3	63990000	Flair Felt Tip Pens, assorted colors.	\$37.72
2019-09-30	AMAZON.COM*S11EL9PL3	63290000	Book: Thirteen Doorways	\$16.19
2019-09-30	AMAZON.COM*440TB9K93	63910000	Books: Questioning for Classroom Discussion.	\$159.50
2019-10-03	AMZN MKTP US*9H3H04GG3	64990000	Portable carrying case, portable hard drive.	\$56.98
2019-10-04	J HARDING & CO	64990000	TLC Logo Shirts for Curriculum Director.	\$99.00
2019-10-04	WM SUPERCENTER #4526	63990000	Split - Freezer Bags for workshop materials. (5.03%)	\$8.94
2019-10-04	WM SUPERCENTER #4526	64180000	Split - Candy for ELA and S.S. workshops (94.97%)	\$168.66

**307 - ISS-English Language Arts \$1,347.43**

### 308 - ISS-Social Studies

2019-09-18	AMAZON.COM*GR54I0MV3	63910000	Books: The Year That Changed America.	\$75.36
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**308 - ISS-Social Studies \$75.36**

### 309 - ISS-EC Winter Conference

2019-09-06	INT*IN *COLOR ONE SYST	63960000	ECWC Postcards	\$105.00
2019-09-21	ALOFT DALLAS DOWNTOWN	64110000	Credit for Hotel Room	(\$238.05)

**309 - ISS-EC Winter Conference (\$133.05)**

## HCDE Procurement Card Report - October Statement

### 312 - Scholastic Arts Program

2019-09-15	MANHATTAN TM SQ	64110000	Hotel Room Scholastic Meeting NY	\$418.90
2019-09-15	SUPERSHUTTLE EXECUCARN	64130000	Transportation from Airport to Hotel NY Scholastic	\$39.90
2019-09-18	UBER TRIP	64130000	Transportation NY Scholastic Meeting	\$33.35
2019-09-18	SUPERSHUTTLE EXECUCARN	64130000	Transportation NY Scholastic Meeting	\$23.00
2019-09-18	UBER TRIP	64130000	Transportation NY Scholastic Meeting	\$27.14
2019-09-18	THEPARKINGSPOT-242RC	64130000	Parking at Airport NY Scholastic Meeting	\$25.88
2019-09-25	SUPERSHUTTLE EXECUCARN	64130000	Transportation NY Scholastic Meeting	\$4.60

**312 - Scholastic Arts Program \$572.77**

### 314 - ISS-Speaker Series

2019-09-05	JASON'S DELI TNY 028	64150000	Lunch provided for Leadership workshop.	\$192.00
2019-09-08	KROGER #144	64180000	Candy and Cereal Bars for Workshops	\$129.66
2019-09-11	JASON'S DELI TNY 028	64150000	Lunch Coaches Academy Day 1	\$111.57
2019-09-12	JASON'S DELI TNY 028	64150000	Lunch Coaches Academy Day 2	\$130.48
2019-09-16	JASON'S DELI TNY 028	64150000	Lunch Visible Learning Math Day 1	\$117.96
2019-09-16	AMAZON.COM*WD7E30073	63290000	Book for ECWC	\$13.49
2019-09-17	JASON'S DELI TNY 028	64150000	Lunch Visible Learning Math Day 2	\$117.96
2019-09-18	JCPENNEY 2844	64990000	Credit for Returned Shirt	(\$13.50)
2019-09-23	PCNAMETAG INC	63990000	Nametag sticker labels	\$39.87
2019-09-23	AMAZON.COM*1O61F8TY3	64990000	Index Cards, Name Badges	\$76.40
2019-09-25	SUCCESSORIES	64990000	Intentional Leadership	
2019-09-25	HOBBY-LOBBY #0141	63990000	Metal Paperweights	\$389.87
2019-09-26	AMAZON.COM*5N5N93WG3	64990000	Frames, Cards Intentional Leadership	\$72.73
2019-09-26	AMZN MKTP US*8N7KN63W3	64990000	Pin Name Badges Intentional Leadership	\$33.96
2019-09-26	AMZN MKTP US*8R9AZ3WU3	64990000	Walkie Talkies Intentional Leadership	\$212.99
2019-09-27	AMAZON.COM*WP7ZK63T3	64990000	Walkie Talkie Protection Plan	\$33.99
2019-10-05	AMAZON.COM*1Y4CH35J3	63990000	High Performance Habits	\$148.90
			Printer Paper	\$28.88

**314 - ISS-Speaker Series \$1,837.21**

## HCDE Procurement Card Report - October Statement

### 501 - Special Schools

2019-09-09	MENTALHEALT	64940000	Behavioral Health registration fee, Brenda Mullins	\$90.00
2019-09-10	MENTALHEALT	64940000	Registration for Melissa James, Behaviorial Health	\$90.00
2019-09-10	SAMSClub #4769	64160000	Expenses for New Teacher Event	\$33.88
2019-09-10	SAMSClub #4769	64160000	Expenses for New Teacher Event	\$58.07
2019-09-10	WAL-MART #5959	64160000	Expenses for New Teacher Event	\$205.59
2019-09-10	MENTALHEALT	64940000	Workshop registration for Nkechinyere Washington	\$90.00
2019-09-12	J HARDING & CO	64990000	Expenses for item purchased for Schools	\$44.98
2019-09-12	OFFICE DEPOT #262	63990000	Expenses for Supplies and Materials-Schools	\$136.18
2019-09-12	OFFICE DEPOT #262	63990000	Expenses for Supplies and Materials	\$22.97
2019-09-12	OFFICE DEPOT #262	63990000	Reimbursement for Supplies and Materials:Schools	(\$147.41)
2019-09-17	COH PARKING METERS	64170000	Local Mileage-The Harris Center Campus Visit	\$4.50
2019-09-23	SOUTHWES 5262123067594	64130000	Expenses for Travel Sensory Room Program-Mays	\$585.96
2019-09-23	MENTALHEALT	64940000	Registration for Anthony Mays, Behaviorial Health	\$90.00
2019-09-26	EMBASSY SUITES	64110000	Travel-Lodging Sensory Room Visits-Mays	\$207.10
2019-09-26	ENTERPRISE RENT-A-CAR	64130000	Empl-Travel Transportation: Sensory Rooms-Mays	\$184.81
2019-09-26	HOU PARKING GARAGE	64130000	Empl-Travel Airport Parking-Mays	\$29.00
2019-09-27	SHIPLEY N SHEPHERD CS	64180000	Refreshment Principal Meeting	\$37.14
2019-09-28	AVENIDA CENTRAL GARAGE	64170000	Local Daily Mileage-Parking- Recovery in the Park	\$20.00
2019-10-01	TAMU COLLEGE OF EDUCAT	64140000	Travel Conference Registration TAMU-Mays	\$175.00
2019-10-01	COH PARKING METERS	64170000	Local Daily Mileage-University of Houston Meeting	\$6.75
2019-10-02	AMZN MKTP US*KI6132BR3	63290000	Reading material for Melissa James	\$101.98
			<b>501 - Special Schools</b>	<b>\$2,066.50</b>



## HCDE Procurement Card Report - October Statement

### 800 - Fortis Academy

2019-09-06	PIZZA HUT #27166	63410000	Student's Lunches	\$31.74
2019-09-06	PIZZA HUT #27166	63410000	Fund Friday Student's Lunches	\$31.96
2019-09-06	PIZZA HUT #27166	63410000	Credit from Previous Transaction	(\$31.74)
2019-09-09	SQ *SQ *KICPO	64160000	Student's Lunches	
			Family & Community Event Ice Cream Truck	\$1,175.00
2019-09-10	LEAD4WARD LLC	64940000	Fees for Mr. Wikstrom workshop	\$160.00
2019-09-13	CHEVRON 0373680	63110000	Fees for Fortis vehicle	\$20.00
2019-09-13	0162 AMC WILLOWBROOK 2	64990004	Fees for students field trip	\$109.89
2019-09-13	0162 AMC WILLOWBROOK 2	64990004	Fees for student's field trip snacks	\$52.72
2019-09-13	WALMART.COM	63990000	Fees for office supplies	\$181.98
2019-09-17	CHEVRON 0379276	63110000	Fees for Fortis vehicle	\$47.64
2019-09-17	ALONTI CAFE & CATERING	64150000	Fees for business meeting	\$51.45
2019-09-17	WAL-MART #1279	64160000	Fees for family night event	\$97.48
2019-09-24	REGION 4 EDUCATION SER	64940000	Fees for Nakia workshop	\$225.00
2019-09-24	REGION 4 EDUCATION SER	64940000	Workshop registration fees for Rachel Finley	\$190.00
2019-09-25	WALMART.COM	63990000	Credit for office supplies	(\$90.99)
2019-09-26	AMZN MKTP US*0Y5CB5SN3	63290000	Split - fees for reading book (60.02%)	\$5.99
2019-09-26	AMZN MKTP US*0Y5CB5SN3	64990000	Split - fees for reading book (39.98%)	\$3.99
2019-09-26	WM SUPERCENTER #1279	63910000	Fees for Instructional Supplies Culinary Class	\$118.68
2019-09-26	WM SUPERCENTER #1279	63910000	Credit for instructional supplies	(\$118.68)
2019-09-26	WM SUPERCENTER #1279	63910000	Fees for Instructional Supplies Culinary Class	\$126.96
2019-09-26	WM SUPERCENTER #1279	63910000	Refund Credit due to taxes charged on previous Tra	(\$6.45)
2019-09-27	SAMSCLUB #8245	63910000	Fees for Instructional Supplies Culinary Class	\$84.36
2019-09-27	WINGSTOP #42 VETERANS	63410000	Fees for students fun Friday	\$112.57
2019-10-03	WM SUPERCENTER #1279	63910000	Fess instructional supplies for Culinary Class	\$102.14
			<b>800 - Fortis Academy</b>	<b>\$2,681.69</b>

## HCDE Procurement Card Report - October Statement

### 901 - Head Start

2019-09-04	HOBBY-LOBBY #0126	64990000	Wall Décor Credit for Baytown EHS	(\$17.99)
2019-09-05	THE HOME DEPOT #6507	63190000	Split - Maintenance supplies - Baytown (55.58%)	\$13.44
2019-09-05	THE HOME DEPOT 577	63190000	Maintenance supplies - Baytown	\$97.55
2019-09-05	SOUTHWES 5262116874390	64130000	Flight 4 SLindley Infant/Toddler CLASS Trng.	\$318.98
2019-09-05	SOUTHWES 5262116874391	64130000	Flight 4 RBurton Infant/Toddler CLASS Trng.	\$318.98
2019-09-05	WALMART.COM	63410000	Special Diet Item Refund for Baytown EHS	(\$104.99)
2019-09-05	SAN DIEGO REGIONAL CON	64140000	Registration 4 RBurton Infant/Toddler CLASS Trng.	\$1,800.00
2019-09-05	WM SUPERCENTER #4526	64990000	Wall Décor Credit for Baytown EHS	(\$23.64)
2019-09-05	SQ *SQ *ADVANCED AEROB	63190000	Maintenance supplies - Tidwell Head Start	\$145.00
2019-09-06	LOVES TRAVEL S00004192	63110000	Fuel for the Head Start Courier's Vehicle	\$38.24
2019-09-06	BAUDVILLE INC.	64990000	Supplies 4 the Healthy Minds Healthy Families Conf	\$206.20
2019-09-06	SAN DIEGO REGIONAL CON	64140000	Registration 4 SLindley Infant/Toddler CLASS Trng.	\$1,800.00
2019-09-06	IDENTOGO - TX FINGERPR	62990000	Fingerprint Services for	\$40.75
2019-09-09	THE HOME DEPOT #1832	63190000	Maintenance supplies - Humble Head Start	\$12.39
2019-09-09	OTC BRANDS, INC.	64990000	Miscellaneous Supplies for HMHF Conference	\$338.19
2019-09-09	WALMART.COM	63910000	Instructional Supplies for the ESS Content Area	\$27.01
2019-09-10	EXXONMOBIL 48291645	63110000	Fuel for the Head Start Courier's Vehicle	\$38.15
2019-09-10	SOUTHWES 5262118561175	64130000	Flight 4 VLPeacock Region VI HSA Conf Planning Mtg (90%)	\$400.46
2019-09-10	SOUTHWES 5262118561175	64130000	Flight 4 VLPeacock Region VI HSA Conf Planning Mtg (10%)	\$44.50
2019-09-10	SOUTHWES 5262118561176	64130000	Flight 4 TReliford Region VI HSA Conf Planning Mtg (60%)	\$266.98
2019-09-10	SOUTHWES 5262118561176	64130000	Flight 4 TReliford Region VI HSA Conf Planning Mtg (40%)	\$177.98
2019-09-11	PANERA BREAD #204124	64150000	18-19 Annual Outcome Rpt Review Mtg	\$247.36
2019-09-11	IDENTOGO - TX FINGERPR	62990000	Fingerprint Services for A Mithcell	\$40.75
2019-09-12	WAL-MART #1137	63110000	Fuel for the Head Start Courier's Vehicle	\$35.76
2019-09-12	H.L. FLAKE COMPANY	63190000	Maintenance supplies - Baytown	\$200.08
2019-09-13	HOUSTON PERMITTING CTR	63190000	Split - Permits - Pugh Head Start (76.67%)	\$356.07
2019-09-13	THE HOME DEPOT #0569	63190000	Maintenance supplies- Coolwood	\$25.26
2019-09-13	TEACHSTONE TRAINING	63990000	Teachstone Score Sheets for the ESS Content Area	\$99.80
2019-09-13	IDENTOGO - TX FINGERPR	62990000	Fingerprint Services for R Ward	\$40.75
2019-09-13	OFFICE DEPOT #2809	63990000	Office Supplies for LBoone	\$61.98
2019-09-13	FACEBK *5HGGTME4D2	64960000	Advertising-Healthy Minds Healthy Families Conf.	\$35.00
2019-09-14	WALMART.COM	63910000	Instructional supplies for the ESS content Area	\$332.67

## HCDE Procurement Card Report - October Statement

### 901 - Head Start

2019-09-14	OFFICE DEPOT #663	63990000	Office Supplies for LBoone	\$14.58
2019-09-15	SAMS CLUB #8246	64180000	Refreshments for the HS All Staff Mtg	\$10.96
2019-09-16	WM SUPERCENTER #1137	63110000	Fuel for the Head Start Courier's Vehicle	\$36.36
2019-09-16	COLLAGECOM	64990000	Miscellaneous Supplies for Policy Council Training (90%)	\$207.84
2019-09-16	COLLAGECOM	64990000	Miscellaneous Supplies for Policy Council Training (10%)	\$23.09
2019-09-16	TACO CABANA 20281	64150000	Breakfast 4 our 1st All Staff Mtg of 19-20 (89.99%)	\$58.46
2019-09-16	TACO CABANA 20281	64150000	Breakfast 4 our 1st All Staff Mtg of 19-20 (10.01%)	\$6.50
2019-09-16	IDENTOGO - TX FINGERPR	62990000	Fingerprint services for L Miller	\$40.75
2019-09-17	SHIPLEYS DONUT SHOP 1	64180000	Refreshments for the HS All Staff Mtg	\$26.00
2019-09-17	IDENTOGO - TX FINGERPR	62990000	Fingerprint services for V Woods	\$40.75
2019-09-17	IDENTOGO - TX FINGERPR	62990000	Fingerprint services for L McBride	\$40.75
2019-09-17	NATIONAL HEAD START AS	64140000	Reg 4 VLPeacock 2019 NHSA Fall Leadership Conf (90%)	\$593.10
2019-09-17	NATIONAL HEAD START AS	64140000	Reg 4 VLPeacock 2019 NHSA Fall Leadership Conf (10%)	\$65.90
2019-09-17	IDENTOGO - TX FINGERPR	62990000	Fingerprint services for M Ortiz	\$40.75
2019-09-17	UNITED REFRIG BR #83	63190000	Split - Maintenance supplies - Channelview (71.91%)	\$145.94
2019-09-17	DOUBLETREE MISSION VLY	64110000	Lodging for RBurton & SLindley CLASS Trng (69.47%)	\$564.00
2019-09-17	DOUBLETREE MISSION VLY	64110000	Lodging for RBurton & SLindley CLASS Trng (30.53%)	\$247.83
2019-09-17	CHASE-CITYOFHOUSTONHEA	64940000	Food Manager's Certification for MRDaniel	\$2.50
2019-09-17	CITY OF HOUSTON-HEALTH	64940000	Food Manager's Certification for MRDaniel	\$81.71
2019-09-18	SAMSClub.COM	63420000	Non Food Kitchen Supplies for Compton HS	\$231.84
2019-09-18	IDENTOGO - TX FINGERPR	62990000	Fingerprint services for E Hubbard	\$40.75
2019-09-19	IDENTOGO - TX FINGERPR	62990000	Fingerprint Services for L Hill	\$40.75
2019-09-21	FACEBK *7QDM4NW3D2	64960000	Advertising-Healthy Minds Healthy Families Conf.	\$27.12
2019-09-22	SAMSClub.COM	63910000	EHS-CCP diapers and wipes. (60%)	\$799.28
2019-09-22	SAMSClub.COM	63910000	EHS-CCP diapers and wipes. (40%)	\$532.86
2019-09-23	WM SUPERCENTER #194	63410000	To supply baby formula to a child in Let's Learn.	\$27.97
2019-09-24	SAMS CLUB #8281	63420000	Non Food Kitchen Supplies for Coolwood HS	\$86.64
2019-09-24	THE HOME DEPOT #0569	63190000	Maintenance supplies - Coolwood	\$20.29
2019-09-24	THE HOME DEPOT #0569	63190000	Maintenance supplies - LaPorte	\$19.96
2019-09-24	LOVES TRAVEL S00004192	63110000	Fuel for the Head Start Courier's Vehicle	\$38.46
2019-09-24	IDENTOGO - TX FINGERPR	62990000	Fingerprint Services for M Berry	\$40.75
2019-09-25	WM SUPERCENTER #4526	64990000	Supplies for the HMHF Conference	\$26.50
2019-09-25	WM SUPERCENTER #915	64990000	Miscellaneous Supplies for the HMHF Conference	\$6.24

## HCDE Procurement Card Report - October Statement

### 901 - Head Start

2019-09-26	FACEBK *VF6TGN25D2	64960000	Advertising-Healthy Minds Healthy Families Conf.	\$12.86
2019-09-26	IDENTOGO - TX FINGERPR	62990000	Fingerprint Services for	\$40.75
2019-09-26	AMZN MKTP US*IC9LX94E3	64990000	Miscellaneous Supplies for PC Trainings	\$246.96
2019-09-26	HYATT REGENCY CRYSTAL	64110000	VLPeacock's-NHSA Lodging-Fall Leadership Conf (28.19%)	\$253.80
2019-09-26	HYATT REGENCY CRYSTAL	64110000	VLPeacock's-NHSA Lodging-Fall Leadership Conf (3.13%)	\$28.20
2019-09-26	HYATT REGENCY CRYSTAL	64110000	VLPeacock's-NHSA Lodging-Fall Leadership Conf (68.68%)	\$618.33
2019-09-26	THE HOME DEPOT #0565	63190000	Maintenance supplies - LaPorte	\$164.91
2019-09-26	THE HOME DEPOT #0569	63190000	Maintenance supplies - LaPorte	\$28.93
2019-09-26	WM SUPERCENTER #1137	63110000	Fuel for the Head Start Courier's Vehicle	\$39.14
2019-09-27	JASON'S DELI DTH 060	64180000	Lunch for the HMHF Conference	\$2,590.36
2019-09-27	LOWES #00681*	63190000	Maintenance supplies - Channelview	\$71.80
2019-09-27	THE HOME DEPOT #0565	63190000	Maintenance supplies - LaPorte	\$111.42
2019-09-30	HDHHS FIFTH WARD M.S.C	62990000	Janitorial & Security Svcs 4 Policy Council Trngs	\$185.35
2019-09-30	A O SMITH CORPORATION	63190000	Maintenance supplies - Channelview	\$697.00
2019-09-30	WAL-MART #4526	64990000	Miscellaneous Supplies for the HMHF Conference	(\$7.40)
2019-10-01	THE HOME DEPOT #0565	63190000	Maintenance supplies - LaPorte	\$54.96
2019-10-01	THE HOME DEPOT #0569	63190000	Maintenance supplies - Sheffield	\$75.88
2019-10-01	THE HOME DEPOT #0569	63190000	Maintenance supplies - Coolwood	\$59.85
2019-10-01	THE HOME DEPOT #0569	63190000	Maintenance supplies- Channelview	\$37.94
2019-10-01	THE HOME DEPOT #0569	63190000	Maintenance supplies - Channelview	\$42.57
2019-10-01	IDENTOGO	62990000	Refund Credit for Fingerprint Services for MThomas	(\$40.75)
2019-10-02	SOUTHWES 5262126669296	64130000	Flight 4 VPeacock Recovery	\$108.94
2019-10-02	LOVES TRAVEL S00004192	63110000	Funds Construction Trng	
2019-10-02	LOVES TRAVEL S00004192	63110000	Fuel for the Head Start Courier's Vehicle	\$36.17
2019-10-02	SAMS CLUB #4769	63990000	Miscellaneous Supplies for Policy Council Trngs	\$33.54
2019-10-02	IDENTOGO - TX FINGERPR	62990000	Fingerprint services for A Lacanlale	\$40.75
2019-10-03	SAMSCLUB #4769	64990000	Miscellaneous Supplies 4 Policy Council Trainings	(\$9.98)
2019-10-03	AMAZON.COM*I55KE7FY3	63290000	Reading Materials for Head Start Trainings	\$290.92
2019-10-03	ARNE'S	64990000	Miscellaneous supplies for Policy Council Trng (90%)	\$44.75
2019-10-03	ARNE'S	64990000	Miscellaneous supplies for Policy Council Trng (10%)	\$4.97
2019-10-03	SAMSCLUB #4769	64990000	Miscellaneous Supplies for Policy Council Training	\$7.62
2019-10-03	IDENTOGO - TX FINGERPR	62990000	Fingerprint Services for C Johnson	\$40.75
2019-10-03	WAL-MART #1137	64990000	Policy Council miscellaneous supplies	\$43.90

## HCDE Procurement Card Report - October Statement

### 901 - Head Start

2019-10-03	SAMS CLUB #8281	64970000	Sam's Membership Fee- NArgueta	\$33.33
2019-10-03	SAMSClub #8281	64970000	Sam's Membership Fee-SPearson	\$33.33
2019-10-03	ZOES KITCHEN	64150000	Dinner 4 the adults-Policy Council Training Part 2 (90%)	\$504.16
2019-10-03	ZOES KITCHEN	64150000	Dinner 4 the adults-Policy Council Training Part 2 (10%)	\$56.02
2019-10-04	WAL-MART #1137	63110000	Fuel for the Head Start Courier's Vehicle	\$36.79
2019-10-04	CHICK-FIL-A #02956	64150000	Children's Dinner-Policy Council Training Part 2 (90.16%)	\$305.96
2019-10-04	CHICK-FIL-A #02956	64150000	Children's Dinner-Policy Council Training Part 2 (9.84%)	\$33.40
2019-10-04	SAMSClub #8246	64990000	Miscellaneous Supplies 4 Policy Council Trainings	\$13.54

**901 - Head Start \$18,572.56**

### 922 - Coop After School Enrich (CASE)

2019-09-05	PAYPAL *HELLOLITERA	64140000	Conference registration for Victoria Lopez-Case	\$350.00
2019-09-06	MENTALHEALT	64940000	Conference registration for AG, MW, JB	\$270.00
2019-09-07	RED*CROSS TRNG & PROD	64990000	Red Cross Certification Certificate	\$960.00
2019-09-11	MENTALHEALT	64140000	Conference registration for Kittra Hewitt	\$90.00
2019-09-16	GRANT PROFESSIONALS AS	64140000	Conference registration for Kathleen Evans	\$22.50
2019-09-17	GRANT PROFESSIONALS AS	64940000	Conference registration for Mary Glover	\$22.50
2019-09-17	SAMS CLUB #4712	64990000	Snacks for CASE Debates Seminar	\$172.66
2019-09-24	MENTALHEALT	64140000	Split - Mental Health Conference Reg- MG & AJ (50%)	\$180.00
2019-09-24	MENTALHEALT	64140000	Split - Mental Health Conference Reg- MS & JC (50%)	\$180.00
2019-09-24	REGION 4 EDUCATION SER	64940000	Conference registration for Victoria Lopez-Case	\$25.00
2019-09-24	REGION 4 EDUCATION SER	64940000	Conference registration for Victoria Lopez-Case	\$50.00
2019-09-26	WORLD CATERING	64150000	Business Meeting Data Badging	\$22.99
2019-09-27	STK*SHUTTERSTOCK	64990000	Monthly subscription	\$182.94
2019-10-01	AMERICAN LEADERSHIP FO	64110000	Lodging for ALF Senior Fellow Retreat	\$180.00
2019-10-02	SAMS CLUB #4712	64180000	Snacks for trainings	\$113.86
2019-10-02	WM SUPERCENTER #3640	64180000	Snacks for trainings	\$14.50
2019-10-02	SHIPLEY DO-NUTS KATY F	64990000	Snacks for CASE Debates Seminar(breakfast)	\$136.95
2019-10-04	SAMSClub #4712	64990000	Snack for CASE Debates Seminar	\$59.94

**922 - Coop After School Enrich (CASE) \$3,033.84**

## HCDE Procurement Card Report - October Statement

### 923 - Resource Development

2019-09-10	FOUNDATIONS	64140000	Registration Beyond School Hrs Conference	\$299.00
2019-09-10	GRANT PROFESSIONALS AS	64940000	GPA Workshop Registration SETx Chapter Mtg	\$12.50
2019-09-10	HOUSTON ZOO- FINANCE	62990000	Split - E&E EOY Meeting Ctr. Grants Dev. 9/12/19 (20%)	\$242.45
2019-10-01	FUNCTIONFOX SYSTEMS	63970000	Annual Subscription for 6 Users Function Fox	\$720.00
2019-10-02	GRANT PROFESSIONALS AS	64940000	Refund Registration GPA SETX September Chapter Mtg	(\$12.50)
2019-10-03	CHILDREN AT RISK - MOT	64940000	Registration Children At Risk Education Summit	\$30.00
2019-10-03	LA MADELEINE SAWYER HE	64150000	Business Mtg Lunch with Communities in Schools	\$170.38

**923 - Resource Development \$1,461.83**

### 924 - Research & Evaluation

2019-09-05	INTERNATIONAL DYSLEXIA	64970000	membership for International Dyslexia	\$85.00
2019-09-05	PANERA BREAD #204111 P	64180000	Refreshments for Staff meeting	\$19.43
2019-09-10	HOUSTON ZOO- FINANCE	62990000	Split - E&E EOY Meeting Ctr. REI 9/12/19 (20%)	\$242.45
2019-09-12	GREATER HOUSTON PARTNE	64940000	"State of Education" Greater Houston Partnership	\$185.00
2019-09-16	PLAT PARKING - LOT 501	64170000	Parking fee for "State of Education"	\$20.00
2019-09-17	AMAZON.COM*U78PC7EJ3	63290000	Sharing your Expertise.. and Strengthfinder books	\$66.11
2019-09-19	KOLACHE FACTORY- MEMQPS	64180000	Staff meeting refreshments 09/19/2019	\$33.53
2019-09-21	MARRIOTT CITY CENTER	64110000	TASA/TASB Conv.-billed in error-refunded 10/03	\$229.37
2019-09-27	J HARDING & CO	64990000	Port Authority Ladies Mesh Polo	\$22.98
2019-10-03	INT*IN *COLOR ONE SYST	63960000	Printing of Vape brochure (5)	\$36.00
2019-10-04	MARRIOTT CITY CENTER	64110000	Marriott refund	(\$229.37)

**924 - Research & Evaluation \$710.50**

## HCDE Procurement Card Report - October Statement

### 925 - Communications & Public Information

2019-09-06	AMZN MKTP US*CT2C13YL3	63990000	Pipe and Drape, Backdrop Kit for display on Events	\$559.99
2019-09-13	AMZN MKTP US*H650P4SE3	63990000	5Black Colored Premium-Cloth, Binding Repair Tape	\$74.95
2019-09-13	GOOGLE*ADS7821768388	64960000	Google Ads	\$500.00
2019-09-13	INT*IN *COLOR ONE SYST	63990000	Printing of HCDE Calendar	\$170.00
2019-09-14	AMAZON.COM*BL4EI8GE3	63990000	Office Supplies for Communications Division	\$38.11
2019-09-14	AMZN MKTP US*8F49G92L3	63990000	EXPO Dry Erase Whiteboard cleaning Spray	\$4.99
2019-09-14	GOOGLE *ADS7821768388	64960000	Google Ads	\$500.00
2019-09-15	GOOGLE *ADS7821768388	64960000	Google Ads	\$500.00
2019-09-16	GOOGLE*ADS7821768388	64960000	Google Ads	\$500.00
2019-09-17	GOOGLE *ADS7821768388	64960000	Google Ads	\$500.00
2019-09-18	LP PRINTING - ECOMM	63960000	Double Gate Fold-Qty 200	\$309.42
2019-09-18	GOOGLE *ADS7821768388	64960000	Google Ads	\$500.00
2019-09-20	GOOGLE*ADS7821768388	64960000	Google Ads	\$500.00
2019-09-21	GOOGLE*ADS7821768388	64960000	Google Ads	\$500.00
2019-09-22	GOOGLE *ADS7821768388	64960000	Google Ads	\$500.00
2019-09-23	GOOGLE *ADS7821768388	64960000	Goggle Ads	\$500.00
2019-09-24	INT*IN *COLOR ONE SYST	63960000	Printing of HCDE Fold Over Card-QTY250	\$285.00
2019-09-25	HOUSTON CHRONICLE CIRC	63290000	Houston Chronicle for Jeri Martinez usage	\$65.26
2019-09-28	PHOTOSHELTER	64990000	Annual Standard Account-PHOTOSHELTER	\$300.00
2019-09-30	INT*IN *COLOR ONE SYST	63960000	Intentional Leadership Program 2019	\$555.00
2019-10-01	SOUNDSTRIPE MEMBERSHIP	64990000	Soundstripe Membership: Member (Yearly)	\$135.00

**925 - Communications & Public Information \$7,497.72**

### 950 - Purchasing Support Services

2019-09-26	HOUSTON TSCPA FOUNDATI	64940000	Ethics class	\$225.00
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**950 - Purchasing Support Services \$225.00**

### 951 - Purchasing Co-op

2019-09-23	LP PRINTING - ECOMM	63990000	Post cards for Vendor Exhibit 2019	\$98.85
2019-10-01	ETSY.COM - CCCAKETOPPE	63990000	Supplies for Vendor Exhibit 2019	\$56.84

**951 - Purchasing Co-op \$155.69**

### 954 - Records Management

2019-09-05	EXXONMOBIL	47937826	63110000	Fuel for Van #38 going to Huntsville ISD	\$53.84
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**954 - Records Management \$53.84**

## HCDE Procurement Card Report - October Statement

### 955 - Purchasing - Gulf Coast Co-op

2019-09-04	BUTLER BUSINESS PRODUC	63990066	General expense for food expo supplies	\$65.68
2019-09-06	INT*IN *COLOR ONE SYST	63960000	Printing expense for food expo signs and banners	\$730.00
2019-09-13	AMZN MKTP US*UY6PY6PZ3	63990066	General expense for food expo supplies	\$11.20
2019-09-16	THOMAS PRINTWORKS	63960000	Printing expense for food contracts flyer	\$305.00
2019-09-19	AMZN MKTP US*O21LM1EC3	63990066	Supplies expense for food expo	\$85.92
2019-09-19	AMZN MKTP US*SE0U02AF3	63990066	General expense for food expo supplies	\$5.16
2019-09-25	WM SUPERCENTER #3640	64150000	Breakfast items for food expo vendors	\$215.73
2019-09-26	ALPHA EVENT MARKETING	62990000	Event Photographer for CP Food Expo 2019	\$824.00
2019-09-26	AMZN MKTP US*XL9HF8JU3	63990066	Supplies expense for food expo	\$62.51
2019-09-30	PAYPAL *BERNADETTES	63990066	General expense for food expo	\$668.85
2019-10-01	PIZZA HUT #27184	64150000	Lunch for staff and volunteers at food expo set-up	\$41.77
2019-10-02	ALONTI CAFE & CATERING	64150000	Breakfast for vendors at food expo	\$661.50
2019-10-02	JASON'S DELI HUM 045	64150000	Lunch for staff and volunteers at food expo	\$292.62

**955 - Purchasing - Gulf Coast Co-op \$3,969.94**

### 970 - Highpoint East

2019-09-05	EXXONMOBIL 48250229	63110000	Gas for HCDE Van	\$62.25
2019-09-17	J HARDING & CO	64990000	Staff shirt for event	\$48.00
2019-09-18	CHICK-FIL-A #02418	63980000	GPISD Closed 9/18 provide meals for strudents	\$334.10
2019-09-19	LITTLE CAESARS# 4621 Q	63980000	Provide student lunches	\$77.48
2019-09-24	LUBYS CAFE #0089 Q99	64150000	Cooksey meeting with District Contacts	\$64.92
2019-09-26	AMZN MKTP US*2420Y1OC3	64990000	Headphones for Edgenuity classes	\$179.00
2019-09-27	MHA HOUSTON	64940000	Registration for Andrea Sneed, Behavioral Health	\$90.00
2019-09-27	SAMSCLUB #8281	64990000	Split - Hygiene products for students (49.4%)	\$183.32
2019-09-27	SAMSCLUB #8281	63980000	Split - Student incentives (50.6%)	\$187.75
2019-09-30	AMZN MKTP US*HF13R4093	64990000	Student lanyards	\$106.34
2019-09-30	SAMS CLUB #8281	63980000	Student incentives	\$39.96
2019-09-30	REGION 4 EDUCATION SER	64940000	Workshop fees for Counselor A Sneed	\$225.00
2019-10-01	REGION 4 EDUCATION SER	64940000	Workshop Fees for Ivan Bermudez Science	\$125.00
2019-10-01	REGION 4 EDUCATION SER	64940000	Workshop registration fees for D Swenson (Science)	\$175.00
2019-10-01	REGION 4 EDUCATION SER	64940000	Workshop Fees for A Smither (Math)	\$100.00
2019-10-02	DOMINO'S 6735	63980000	Provide student lunches	\$86.97
2019-10-03	STAPLES 00119024	63990000	Office supplies	\$43.54
2019-10-04	LEARNING A-Z, LLC	63910000	Materials for ELAR	\$117.21
2019-10-04	MOUNTAIN MATHLANGUAGE	63910000	Materials for ELAR	\$95.95

**970 - Highpoint East \$2,341.79**



HCDE Procurement Card Report - October Statement

Grand Total:	Total transactions: 868	\$143,938.39
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## HCDE Other Credit Card Statements

October 2019

### SUMMARY

Card	# of Cards	Total
ExxonMobil	7	\$ 2,837.34
Chevron/Texaco	1	
<b>Total</b>		<b>\$ 2,837.34</b>

**Vendor Card : ExxonMobil**

**HCDE Credit Card Report -October 2019 Statement**

**Cards assigned to: Facilities Division**

Card #	Date	Description	Division	Amount
0001 Warehouse	9/9/2019	Gasoline	Facilities	48.09
0001 Warehouse	9/26/2019	Gasoline	Facilities	49.20
0002 Warehouse	9/3/2019	Gasoline	Facilities	55.14
0002 Warehouse	9/5/2019	Gasoline	Facilities	61.79
0002 Warehouse	9/18/2019	Gasoline	Facilities	52.14
0017 Irvington	8/30/2019	Gasoline	Facilities	27.53
0017 Irvington	9/4/2019	Gasoline	Facilities	54.18
0017 Irvington	9/5/2019	Gasoline	Facilities	62.85
0017 Irvington	9/5/2019	Gasoline	Facilities	14.48
0017 Irvington	9/6/2019	Gasoline	Facilities	53.82
0017 Irvington	9/6/2019	Gasoline	Facilities	53.00
0017 Irvington	9/7/2019	Gasoline	Facilities	17.00
0017 Irvington	9/9/2019	Gasoline	Facilities	41.00
0017 Irvington	9/9/2019	Gasoline	Facilities	64.68
0017 Irvington	9/9/2019	Gasoline	Facilities	40.01
0017 Irvington	9/10/2019	Gasoline	Facilities	67.77
0017 Irvington	9/12/2019	Gasoline	Facilities	46.05
0017 Irvington	9/12/2019	Gasoline	Facilities	51.30
0017 Irvington	9/12/2019	Gasoline	Facilities	59.84
0017 Irvington	9/13/2019	Gasoline	Facilities	25.11
0017 Irvington	9/13/2019	Gasoline	Facilities	54.01
0017 Irvington	9/16/2019	Gasoline	Facilities	59.94
0017 Irvington	9/16/2019	Gasoline	Facilities	63.90
0017 Irvington	9/17/2019	Gasoline	Facilities	63.39
0017 Irvington	9/23/2019	Gasoline	Facilities	46.12
0017 Irvington	9/23/2019	Gasoline	Facilities	66.79
0017 Irvington	9/24/2019	Gasoline	Facilities	26.19
0017 Irvington	9/24/2019	Gasoline	Facilities	52.50
0017 Irvington	9/25/2019	Gasoline	Facilities	38.05
0017 Irvington	9/25/2019	Gasoline	Facilities	62.79

0017 Irvington	9/25/2019	Gasoline	Facilities	59.30
0022 Post Oak	9/3/2019	Gasoline	Facilities	72.38
0022 Post Oak	9/4/2019	Gasoline	Facilities	70.01
0022 Post Oak	9/4/2019	Gasoline	Facilities	77.13
0022 Post Oak	9/9/2019	Gasoline	Facilities	63.92
0022 Post Oak	9/11/2019	Gasoline	Facilities	29.25
0022 Post Oak	9/11/2019	Gasoline	Facilities	50.01
0022 Post Oak	9/12/2019	Gasoline	Facilities	54.08
0022 Post Oak	9/13/2019	Gasoline	Facilities	52.25
0022 Post Oak	9/16/2019	Gasoline	Facilities	57.70
0022 Post Oak	9/19/2019	Gasoline	Facilities	60.19
0022 Post Oak	9/23/2019	Gasoline	Facilities	61.60
0022 Post Oak	9/25/2019	Gasoline	Facilities	60.02
0022 Post Oak	9/25/2019	Gasoline	Facilities	66.91
0023 Post Oak	9/12/2019	Gasoline	Facilities	55.96
0023 Post Oak	9/26/2019	Gasoline	Facilities	46.19
0025 Post Oak	8/30/2019	Gasoline	Facilities	78.00
0025 Post Oak	9/4/2019	Gasoline	Facilities	57.55
0025 Post Oak	9/9/2019	Gasoline	Facilities	69.22
0025 Post Oak	9/11/2019	Gasoline	Facilities	64.93
0025 Post Oak	9/18/2019	Gasoline	Facilities	111.38
0025 Post Oak	9/24/2019	Gasoline	Facilities	68.00
0025 Post Oak	9/27/2019	Gasoline	Facilities	41.95
0025 Post Oak	9/27/2019	Gasoline	Facilities	58.07
0029 Post Oak	9/10/2019	Gasoline	Facilities	69.01
0029 Post Oak	9/17/2019	Gasoline	Facilities	63.99
0029 Post Oak	9/25/2019	Gasoline	Facilities	51.30
				Credits -247.25
				Rebates -64.37
				<b>Total \$ 2,837.34</b>

**Vendor Card : Chevron/Texaco**

**HCDE Report                      October 2019**

**Card assigned to:    Facilities Division**

Card #	Date	Description	Division	Amount
46600112849510900		Gasoline	Facilities	
46600112849510900		Gasoline	Facilities	
46600112849510900		Gasoline	Facilities	
46600112849510900		Gasoline	Facilities	
				credits

**Total to pay \$                      -**

# HARRIS COUNTY DEPARTMENT OF EDUCATION

## Check Register

Fiscal Year: 20

Period: 2

### Fund: 1990 - GENERAL FUND

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
146756 void	07/23/2019	86605	LITHO SUPPLY & SERVICE COMPANY INC PRINTING MATERIALS	-470.00
148033	10/03/2019	87967	A-1 PERSONNEL OF HOUSTON INC TEMPORARY STAFF IN RECORD	648.00
148038	10/03/2019	88292	AMERICAN FIDELITY ASSURANCE COMPANY CANCER INS SEPT19	738.34
148039	10/03/2019	20270	AMERICAN HERITAGE LIFE INSURANCE CO CANCER INS SEPT19	628.68
148040	10/03/2019	82517	A-ROCKET MOVING & STORAGE REF P1900229	2,500.00
148047	10/03/2019	88256	JG MEDIA BMW PAPER FOR SEPT19	735.30
148048	10/03/2019	83468	CORPORATE COST CONTROL INC ANNUAL FEE FOR UNEMPLOYME	4,550.00
148050	10/03/2019	86976	EDGENUITY INC	35,620.00
			CONCURRENT LICENSES-VIRTU	6,500.00
			CONCURRENT LICENSES-VIRTU	6,500.00
			CONCURRENT LICENSES-VIRTU	8,000.00
			CONCURRENT LICENSES-VIRTU	12,120.00
			PROFESSIONAL DEVELOPMENT	625.00
			PROFESSIONAL DEVELOPMENT	625.00
			PROFESSIONAL DEVELOPMENT	625.00
			PROFESSIONAL DEVELOPMENT	625.00
148051	10/03/2019	86181	EXECU TEAM STAFFING LP	5,206.27
			TEMPORARY STAFFING SERVIC	865.15
			TEMPORARY STAFFING SERVIC	922.35
			TEMPORARY STAFFING SERVIC	1,528.13
			TEMPORARY STAFFING SERVIC	1,890.64
148055	10/03/2019	81932	HYATT LEGAL PLANS INC PRE PAID LEGAL SEPT19	1,386.00
148056	10/03/2019	34705	J HARDING & CO	151.94
			OGIO CRUSH PART# LOG111 C	99.96
			ORGIO CRUSH PART#LOG111_2	51.98
148057	10/03/2019	35069	JEM RESOURCE PARTNERS ILOCK 360 SEPT 19	756.00
148059	10/03/2019	84502	KINGDOM BUILDERS CENTER OF HOUSTON FACILITY RENTAL FOR 2020	5,000.00
148062	10/03/2019	85256	LUFKIN INDEPENDENT SCHOOL DISTRICT REFUND PYMENT IN ERRO	1,300.00
148065	10/03/2019	85085	METOYER-ROY PRINTING, LTD. SEPT BOARD AGENDA	998.00
148066	10/03/2019	87340	METROPOLITAN LIFE INSURANCE COMPANY HOSPITAL INS SEPT19	2,915.84
148068	10/03/2019	47623	PROFESSIONAL FONE MANAGEMENT INC	480.00
			CAT 6 PLUG	40.00
			INST CABLING WIRELESS	440.00
148077	10/03/2019	61915	CBS PERSONNEL SERVICES LLC	2,666.23
			TEMPORARY STAFF IN RECORD	1,179.83
			TEMPORARY STAFF IN RECORD	1,486.40
148078	10/03/2019	58931	TEXAS SCHOOL PUBLIC RELATIONS ASSOC	1,925.00
			TSPRA MEMBERSHIP	525.00
			DC,DE,CV,AH,JM,JL,SL	1,400.00

# HARRIS COUNTY DEPARTMENT OF EDUCATION

## Check Register

Fiscal Year: 20

Period: 2

### Fund: 1990 - GENERAL FUND

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
148079	10/03/2019	88313	WELLSPRING TELEHEALTH TELEMED INS SEPT19	620.00
148105	10/08/2019	13871	AT&T CORP PHONE 091519-101419 PHONE 092119-102019 PHONE 092119-102019 PHONE 091919-101819	603.40 41.60 120.39 160.50 280.91
148106	10/08/2019	13872	AT&T LONG DISTANCE 0917-1016 LONG DISTNC	368.48
148108	10/08/2019	81322	BUD GRIFFIN CUSTOMER SUPPORT INC ANNUAL PREVENTATIVE MAINT	1,730.00
148109	10/08/2019	18165	CDW GOVERNMENT INC VERBATIM WIRELESS OPTICAL MICROSOFT STEELCASE ROAM REPLACEMENT BATTERY CARTR	3,585.04 10.30 3,467.50 107.24
148111	10/08/2019	82495	COMCAST CORPORATION INTERNET082419092319 INTERNET092419-102319	228.48 114.18 114.30
148112	10/08/2019	84855	CYBERSOURCE CORPORATION GATEWAY SEPT 19 SERVI	29.00
148114	10/08/2019	86181	EXECU TEAM STAFFING LP TEMP STAF WK091519	800.80
148116	10/08/2019	25865	FLAGHOUSE INC MIRROR STAND	60.35
148119	10/08/2019	29920	HARRIS COUNTY TREASURER LAW ENFORCEMENT SERVICES LAW ENFORCEMENT SERVICES LAW ENFORCEMENT SERVICES LAW ENFORCEMENT SERVICES	40,346.00 11,527.44 5,763.71 17,291.13 5,763.72
148121	10/08/2019	34705	J HARDING & CO REFP1902402 VARSITY RED - NIKE GOLF L VARSITY RED - NIKE GOLF L VARSITY RED - NIKE TALL D VARSITY RED - NIKE GOLF D NAMES SETUP CHARGE NAVY NIKE GOLF LADIES DRI NAVY NIKE GOLF LADIES DRI NAVY NIKE GOLF DRI-FIT MI NAVY NIKE GOLF DRI-FIT MI NAVY NIKE GOLF DRI-FIT MI NAVY NIKE GOLF DRI-FIT MI SETUP CHARGE	1,978.86 89.96 179.92 46.98 49.48 44.98 42.00 55.00 637.78 239.92 173.94 124.96 119.96 63.98 110.00
148124	10/08/2019	88382	JONATHAN E MANN REIMB FINGER PRINTING	49.26
148128	10/08/2019	88363	RAPHAEL DION MONTGOMERY SEPTEMBER MILEAGE SEPTEMBER MILEAGE SEPTEMBER MILEAGE SEPTEMBER MILEAGE	43.51 4.76 8.12 14.27 16.36

# HARRIS COUNTY DEPARTMENT OF EDUCATION

## Check Register

Fiscal Year: 20

Period: 2

### Fund: 1990 - GENERAL FUND

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
148129	10/08/2019	80264	PTM DOCUMENT SYSTEMS	298.43
			W2 4UP BLANK WITH INSTRUC	75.00
			SELF-SEAL W2 ENVELOPE	120.00
			1099 MISC SET COPY A,B,C	26.20
			1099 ENVELOPE SELF-SEAL	26.40
			EST. SHIPPING AND HANDLIN	50.83
148130	10/08/2019	82243	REGION VI	3,660.00
			2019-2020 SUPPORT SERVICE	1,500.00
			2019-2020 WEB HOSTING FEE	2,160.00
148131	10/08/2019	87395	GUY M SCONZO	1,500.00
			IMPACT BOARD MEMBER GROUP	
148133	10/08/2019	52199	SHI GOVERNMENT SOLUTIONS INC	4,840.00
			COMMVAULT TRAINING UNIT,	
148184	10/14/2019	80164	DAVID G PEAKE	732.67
			DED:2407 MISC	
148185	10/14/2019	31045	WILLIAM E HEITKAMP	785.00
			DED:2405 MISC	
148186	10/14/2019	34539	INTERNAL REVENUE SERVICE	352.50
			DED:1210 MISC	
148187	10/14/2019	85837	PIONEER CREDIT RECOVERY, INC	107.71
			DED:2017 MISC	
148188	10/14/2019	58040	TEXAS CLASSROOM TEACHERS ASSOC	35.00
			DED:7605 TCTA	
148189	10/14/2019	84180	TEXAS GUARANTEED STUDENT LOAN CORP	384.09
			DED:2016 MISC	
148190	10/14/2019	61657	U S DEPARTMENT OF EDUCATION	767.10
			DED:1216 MISC	
148191	10/15/2019	87967	A-1 PERSONNEL OF HOUSTON INC	534.60
			TEMPORARY STAFF IN RECORD	
148193	10/15/2019	86174	TIMOTHY M PORTER	2,080.00
			INTERACTIVE FORM DEVELOPM	
148194	10/15/2019	13871	AT&T CORP	120.39
			PHONE 091719-101619	
148196	10/15/2019	88319	ANGELA LABRIE BLACKWELL	1,200.00
			SHE WILL PROVIDE WORKSHOP	
148197	10/15/2019	16240	BOSWORTH PAPERS INC	1,162.05
			DUAL PURPOSE PAPER, 20# 8	
148198	10/15/2019	86982	CAPSULE TEK LLC	8,451.00
			HELPDESK090219-091319	3,996.00
			HELPDESK091619-093019	4,455.00
148199	10/15/2019	18165	CDW GOVERNMENT INC	2,394.47
			HP COLOR LASERJET PRO M18	293.02
			HP COLOR LASERJET PRO M45	293.02
			ZAGG RUGGED TABLET CASE F	56.39
			ZAGG GLASS FOR AIR/AIR2/P	48.99
			TRIPP LITE HDMI TO VGA VI	30.28
			HP COLOR LASERJET PRO MFP	391.02
			MICROSOFT SURFACE PRO 6-1	985.37
			MICROSOFT SURFACE DOCKING	163.24
			MICROSOFT SURFACE PRO SIG	133.14
148202	10/15/2019	87048	ECIVIS INC	6,846.50
			PRE AWARD GRANTS NETWORK	

# HARRIS COUNTY DEPARTMENT OF EDUCATION

## Check Register

Fiscal Year: 20

Period: 2

### Fund: 1990 - GENERAL FUND

<u>check number</u>	<u>check date</u>	<u>vend_no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
148204	10/15/2019	88287	JHON MARIO MADRIGAL PREPARE GYM RUBBER FLOORI	4,745.62
148214	10/15/2019	88356	CAROLINE VOTH JOHNSTON SEPTEMBER MILEAGE	64.84
148215	10/15/2019	88012	MEGAN PATRICIA JOSEPH SEPTEMBER MILEAGE	148.60
148218	10/15/2019	88349	ACSA MOSQUEDA LANGOT SEPTEMBER MILEAGE	108.34
148219	10/15/2019	41465	MONSTER INC JOB ADVERTISING	325.00
148220	10/15/2019	88384	DANYAHEL NORRIS REIMB PERDIEM REIMB MILEAGE	463.52 132.00 331.52
148222	10/15/2019	88350	ANNALISA DERILO PABLO SEPTEMBER MILEAGE	72.33
148223	10/15/2019	88333	JULIE CHRISTINE PLOETNER SEPTEMBER MILEAGE	42.34
148230	10/15/2019	87406	VERITIV OPERATING COMPANY HARRIS COUNTY DEPT. OF ED HARRIS COUNTY DEPT. OF ED HARRIS COUNTY DEPT. OF ED	5,027.65 490.25 2,042.86 2,494.54
148231	10/15/2019	88087	VERSA CREATIVE GROUP LLC CREATIVE SERVICES GOOGLE ADS SOCIAL MEDIA ADS TRADITIONAL MEDIA BUYING ACCOUNT MANAGEMENT	40,201.24 2,166.66 10,028.02 2,352.63 24,820.60 833.33
148333	10/22/2019	18165	CDW GOVERNMENT INC GREENLEE CONTRACTOR FUSIO MICROSOFT SURFACE HUB 2S- CISCO UCS 5108 BLADE SERV CISCO SMARTNET SOLUTION S CISCO UCS SMARTPLAY SELEC NEW ITEMS DO NOT PICK THI EREPLACEMENTS PREMIUM POW	102,555.42 7,740.79 20,084.30 5,860.09 253.16 64,864.80 3,675.68 76.60
148335	10/22/2019	80615	CLAIMS ADMINISTRATIVE SERVICES INC CAS ANNUAL SERVICE FEE -	1,200.00
148336	10/22/2019	87766	COLLABWARE CORPORATION COLLABMAIL- STANDARD EDIT	960.00
148337	10/22/2019	88084	COMCAST HOLDINGS CORPORATION INTERNET100319-110219 INTERNET SEPT19 SIP TRUNKS SEPT19	5,490.14 142.59 2,028.60 3,318.95
148338	10/22/2019	82495	COMCAST CORPORATION INTERNET 101019-10301 INTERNET091119-101019 INTERNET101119-111019	839.20 96.59 366.28 376.33
148339	10/22/2019	88389	TONESHIA MARIE CURTIS REIMB FINGER PRINT	49.26
148340	10/22/2019	86779	DAVIS VISION INC COBRA INS SEPT 19 VISION INS SEPT 19	5,476.93 46.06 5,430.87

# HARRIS COUNTY DEPARTMENT OF EDUCATION

## Check Register

Fiscal Year: 20

Period: 2

### Fund: 1990 - GENERAL FUND

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
148341	10/22/2019	86181	EXECU TEAM STAFFING LP	1,325.61
			TEMP SRVICSWK0923-929	360.36
			TEMP SRVICSWK930-1006	965.25
148346	10/22/2019	88359	NKECHINYERE MGBEKE IHEJIRIKAH	20.93
			REIMB FOR MEALS PURCH	
148351	10/22/2019	84033	LIVEVIEWGPS, INC.	2,875.20
			GPS TRACKING DEVICES	
148355	10/22/2019	82248	METROPOLITAN LIFE INSURANCE COMPANY	3,723.29
			COBRA DHM INSSEP19	52.64
			DENTAL DHM INSSEPT19	3,670.65
148356	10/22/2019	87340	METROPOLITAN LIFE INSURANCE COMPANY	1,925.72
			ACC INS SEPT 19	
148357	10/22/2019	86862	PS LIGHTWAVE INC	3,891.38
			OCT 19 DATA CIRCUITS	477.73
			OCT 19 DATA CIRCUITS	477.73
			OCT 19 DATA CIRCUITS	477.73
			OCT 19 DATA CIRCUITS	477.73
			OCT 19 DATA CIRCUITS	1,662.73
			SEPT19 DATA CIRCUITS	317.73
148363	10/22/2019	88390	ALMA JASMIN SEGURA	49.26
			REIMB FINGER PRING	
148364	10/22/2019	81820	THE STANDARD LIFE INSURANCE	14,651.41
			DISA INS FOR SEPT 19	
148366	10/22/2019	87696	UNUM LIFE INSURANCE CO. OF AMERICA	17,854.00
			COBRA INS SEPT 19	222.00
			DENTAL INS SEPT 19	17,632.00
148367	10/22/2019	39630	UNUM LIFE INSURANCE CO OF AMERICA	12,289.05
			LIFE INS SEP19EMPLYE	1,633.65
			LIFE INS SEP19 EMPLER	10,655.40



# HARRIS COUNTY DEPARTMENT OF EDUCATION

## Check Register

Fiscal Year: 20

Period: 2

### Fund: 1990 - GENERAL FUND

<u>check number</u>	<u>check date</u>	<u>vend_no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
148369	10/22/2019	61927	VERIZON WIRELESS	7,231.69
			VERIZON 090819-100719	-200.00
			VERIZON 090819-100719	38.11
			VERIZON 090819-100719	38.11
			VERIZON 090819-100719	38.11
			VERIZON 090819-100719	38.11
			VERIZON 090819-100719	38.11
			VERIZON 090819-100719	38.11
			VERIZON 090819-100719	38.11
			VERIZON 090819-100719	38.11
			VERIZON 090819-100719	38.11
			VERIZON 090819-100719	74.95
			VERIZON 090819-100719	76.22
			VERIZON 090819-100719	76.22
			VERIZON 090819-100719	76.22
			VERIZON 090819-100719	88.77
			VERIZON 090819-100719	114.33
			VERIZON 090819-100719	114.33
			VERIZON 090819-100719	126.88
			VERIZON 090819-100719	152.44
			VERIZON 090819-100719	162.39
			VERIZON 090819-100719	164.99
			VERIZON 090819-100719	203.10
			VERIZON 090819-100719	206.30
			VERIZON 090819-100719	228.66
			VERIZON 090819-100719	241.21
			VERIZON 090819-100719	266.37
			VERIZON 090819-100719	266.77
			VERIZON 090819-100719	406.20
			VERIZON 090819-100719	611.24
			VERIZON 090819-100719	834.87
			VERIZON 090819-100719	2,558.13
148371	10/22/2019	64250	WORKERS ASSISTANCE PROGRAM	1,483.04
			EMPP ASSNT PROSEP19	
148442	10/29/2019	87967	A-1 PERSONNEL OF HOUSTON INC	2,640.00
			TEMPORARY STAFF IN RECORD	1,320.00
			TEMPORARY STAFF IN RECORD	1,320.00
148443	10/29/2019	86081	KRISTEN ALLEN	2,526.90
			2019-20 CONTRACT FOR HCDE	2,430.00
			TRAVEL EXPENSES	96.90
148444	10/29/2019	87542	ALWAYS IN SEASON, INC	33.00
			PLANT MAINTANCE SERVICES	16.50
			PLANT MAINTANCE SERVICES	16.50
148445	10/29/2019	88292	AMERICAN FIDELITY ASSURANCE COMPANY	738.34
			CANSER INS OCT 19	
148446	10/29/2019	20270	AMERICAN HERITAGE LIFE INSURANCE CO	628.68
			CANSER INS EMPOCT19	
148447	10/29/2019	13630	ASSOCIATION OF SCHOOL BUSINESS	230.00
			DR. JESUS AMEZCUA ASSOCIA	

# HARRIS COUNTY DEPARTMENT OF EDUCATION

## Check Register

Fiscal Year: 20

Period: 2

### Fund: 1990 - GENERAL FUND

<u>check number</u>	<u>check date</u>	<u>vend_no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
148448	10/29/2019	13871	AT&T CORP	1,649.65
			PHONE100719-110619	123.84
			PHONE100519-110419	123.84
			PHONE100519-110419	161.08
			PHONE100519-110419	211.47
			PHONE100919-110819	342.66
			PHONE 092719-102619	120.39
			PHONE 101119-111019	204.12
			PHONE 100119-103119	362.25
148452	10/29/2019	88282	DENNIS LENORE CALLOWAY	398.92
			2019 ADVANCE FINANCIA	151.92
			2019 ADVANCE FINANCIA	247.00
148453	10/29/2019	18165	CDW GOVERNMENT INC	2,771.40
			3332157 LENOVO THINKPAD U	87.97
			5108607 LENOVO THINKPAD P	188.43
			ADOBE CREATIVE CLOUD FOR	2,495.00
148457	10/29/2019	21880	CYPRESS-FAIRBANKS ISD	1,000.00
			REFUND WKSP CANCELLA	
148458	10/29/2019	86181	EXECU TEAM STAFFING LP	965.25
			TEMP SRVCWK101319	
148462	10/29/2019	32350	HOUSTON CHRONICLE	251.96
			ADVERTISING OF RFP'S FOR	
148464	10/29/2019	33462	HR HOUSTON	130.00
			APPLICATION FEE- KRIS DUK	30.00
			PROFESSIONAL MEMBERSHIP R	100.00
148466	10/29/2019	81932	HYATT LEGAL PLANS INC	1,458.00
			PREPAID LEGAL OCT19	
148467	10/29/2019	35069	JEM RESOURCE PARTNERS	756.00
			ILOCK350 OCT 19	
148468	10/29/2019	87870	HOUSTON EMPLOYMENT WEEKLY	1,000.00
			MAGAZINE AD: AD SIZE 1/2;	

# HARRIS COUNTY DEPARTMENT OF EDUCATION

## Check Register

Fiscal Year: 20

Period: 2

### Fund: 1990 - GENERAL FUND

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
148470	10/29/2019	88130	LIBERTY DATA PRODUCTS INC	9,246.96
			CRAYON,CRAYOLA,3-5/8"-16C	33.36
			STAPLES,STNDRD,CHSLPNT,50	15.60
			STAPLER,DSK,FULL,ECONOMIC	60.42
			MARKER,BROADLINE,WSHBL,8	41.04
			BINDER,VIEW,ROUND,2",WE	211.20
			BINDER,VIEW,ROUND,0.5",WE	9.96
			BINDER,VIEW,ROUND,1.5",WE	55.20
			BINDER,VIEW,ROUND,3",WE	92.64
			PAPER,COPY,20#,8.5X11,-YE	32.95
			NOTEBOOK,WIRE,WIDE,1SUB,7	52.80
			GLUE, STICK,26OZ,VALU/PK	18.76
			SCISSORS,KIDS,BLUNT,5",12	19.62
			BOARD,POSTER,22X28,AST,50	31.14
			TAPE,RL,TRANS,3/4X1000,12	19.44
			PAPER,COPY,20#,8.5X11,GRE	59.31
			CLIP,BINDER,SMALL,12PC,BK	3.84
			CLIP,BINDER,MINI,144/BX	63.00
			CLIP,BINDER,MEDIUM,12PC,B	14.88
			ENVELOPE,PEELTOSEAL,PLN,R	54.02
			HEADPHONES,OPEN AIR,HP-10	165.00
			NOTE,POST-IT,4X6,5PK,LINE	24.10
			FILM,LAMINATOR,25"X500',G	338.68
			PEN,COUNTER,STANDARD,24",	29.88
			NOTES,HIGHLD,SS,PLN,1.5X2	4.10
			NOTE,POPOP,3X3,18PK,ASSRT	32.30
			PROTECTOR,SHEET,STANDRD,C	6.06
			MARKER,BRIGHTSTICK,AST,5P	101.95
			DISPENSER,TAPE,DESKTOP,BL	16.68
			PEN,GEL,G2,FINE,RED	13.72
			MARKER,EXPO,CLICK,CHISL,3	124.56
			REMOVER,STAPLE,CONTEMPRY,	13.86
			CLIPBOARD,STANDARD,9X12.5	6.12
			ERASER,PINK PEARL,MED,24P	10.04
			CRTDG,TONER,BK,ORIG HP 20	284.97
			CRTDG,TONER,CYN,ORIG HP20	199.98
			CRTDG,CLJ CP4005SRS,BK	629.97
			DIVIDERS,INDEX,TOC,JAN-DE	41.88
			TACKS, THUMB	0.75
			CRTDG,TONER,YW,ORIG HP 20	199.98
			CRTDG,TONER,MA,ORIG HP 20	199.98
			PENCIL,WOODCASE,#2HB,72CT	19.98
			DOORSTOP,GIANT FOOT,BN	67.44
			ENVELOPE,RSTRP,PLN,10X13,	48.52
			PEN,GEL,G2,FINE,BLACK	12.82
			PEN,GEL,G2,FINE,BLUE	13.72
			CRTDG,LJ,P2035/55,BK	728.56
			CRTDG,CLJ CP4005SRS,YW	639.98
			CRTDG,CLJ CP4005SRS,CYN	639.98
			CRTDG,CLJ CP4005SRS,MA	959.97
			PROTECTOR,FLR,SLPOVR,1.5"	421.48
			PEN,ROUNDSTIC,BP,MD,BK,60	29.90
			PENCIL,COLORED,12/SET	23.64

# HARRIS COUNTY DEPARTMENT OF EDUCATION

## Check Register

Fiscal Year: 20

Period: 2

### Fund: 1990 - GENERAL FUND

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
148470	10/29/2019	88130	LIBERTY DATA PRODUCTS INC	9,246.96
			HIGHLIGHTER,CLRVW,CHISL,4	5.59
			HIGHLIGHTER,CHISEL,FYW,36	22.28
			FOLDER,FILE,RCYC,1/3 AST,	19.52
			HIGHLIGHTER,PEN,CHISEL,5P	4.48
			CRTDG,HP 305A,2.6K,MA	250.00
			CRTDG,HP 305A,2.6K,CYN	250.00
			CRTDG,HP 305A,2.2K,BK	175.48
			DRIVE,USB,CLASSIC,16GB,4P	27.22
			TAPE,CORRECTION,VALUPK,10	19.35
			DIVIDERS,INDEX,TOC,A-Z,ML	89.76
			ROLL,PAPER,FLAME RETRDNT,	156.80
			ROLL,PAPER,FLAME RETRDNT,	120.86
			ROLL,PAPER,FLAME RETRDNT,	96.68
			HOLDER,BADGE,DUAL,BK	70.16
			COPY,PAPER,8.5X11,20LB,92	98.97
			SHARPENER,COMPACT,ELEC,GY	235.20
			PAPER,COPY,20#,8.5X11,BLU	34.90
			CRTDGS,HP 78A,DUAL PACK	338.10
			CRTDG,HP 305A,2.6K,YW	250.00
			DIVIDERS,INDEX,TOC,JAN-DE	41.88
148471	10/29/2019	86888	LONG PLAN PRINTING INC	1,150.00
			4/0 VINYL PRINTS MOUNT ON	475.00
			ALUMINUM COMPOSITE SIGN	675.00
148473	10/29/2019	87340	METROPOLITAN LIFE INSURANCE COMPANY	2,932.20
			HOSP IND INS OCT19	
148474	10/29/2019	87340	METROPOLITAN LIFE INSURANCE COMPANY	1,932.57
			ACC INS EMPLEOCT19	
148475	10/29/2019	88219	NATUS MEDICAL INCORPORATED	147.00
			AUDIMETER PAYMENT	
148477	10/29/2019	88257	JENNY GRANT RANKIN PHD	1,885.23
			PD ON PACING AND ENGAGEME	
148478	10/29/2019	83247	PINNACLE MEDICAL MANAGEMENT CORP	40.00
			RANDOM SELECTION TEST (BY	
148479	10/29/2019	47623	PROFESSIONAL FONE MANAGEMENT INC	480.00
			RUN 2 CAT 6 CABLES	
148484	10/29/2019	52965	SOCIETY FOR HUMAN RESOURCE MGMT	627.00
			MEMBERSHIP RENEWAL - PATR	209.00
			PROFESSIONAL MEMBERSHIP A	209.00
			PROFESSIONAL MEMBERSHIP L	209.00
148485	10/29/2019	81820	THE STANDARD LIFE INSURANCE	14,608.89
			DISABIL INS OCT 19	
148486	10/29/2019	57490	TEXAS ASSOCIATION OF SCHOOL	85.00
			ANNUAL MEMBERSHIP DUES-PR	
148487	10/29/2019	58389	TEXAS DEPARTMENT OF PUBLIC SAFETY	29.00
			CRIMINAL BACKGROUND CHECK	
148491	10/29/2019	61927	VERIZON WIRELESS	507.98
			WIRELESS SERVICE AND	
148492	10/29/2019	88087	VERSA CREATIVE GROUP LLC	13,942.32
			TRADITIONAL MEDIA BUYING	
148493	10/29/2019	88313	WELLSPRING TELEHEALTH	630.00
			TELEMED INS OCT19	

# HARRIS COUNTY DEPARTMENT OF EDUCATION

## Check Register

Fiscal Year: 20

Period: 2

### Fund: 1990 - GENERAL FUND

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
148533	10/30/2019	80164	DAVID G PEAKE DED:2407 MISC	732.67
148534	10/30/2019	87594	EDUCATIONAL CREDIT MANAGEMENT CORP DED:2018 MISC	52.52
148535	10/30/2019	31045	WILLIAM E HEITKAMP DED:2405 MISC	785.00
148536	10/30/2019	34539	INTERNAL REVENUE SERVICE DED:1210 MISC	352.50
148537	10/30/2019	85837	PIONEER CREDIT RECOVERY, INC DED:2017 MISC	107.71
148538	10/30/2019	58040	TEXAS CLASSROOM TEACHERS ASSOC DED:7605 TCTA	35.00
148539	10/30/2019	84180	TEXAS GUARANTEED STUDENT LOAN CORP DED:2016 MISC	161.56
148540	10/30/2019	61657	U S DEPARTMENT OF EDUCATION DED:1216 MISC	774.56
V148081	10/03/2019	87813	JULIA YVETTE ANDREWS SEPTEMBER MILEAGE	41.99
V148082	10/03/2019	86386	ROBERT LEE BELL JR SEPTEMBER MILEAGE	11.37
V148086	10/03/2019	81274	DATABANK IMX DIGITECH SOFTWARE MAINTEN DIGITECH SOFTWARE MAINTEN DIGITECH SOFTWARE MAINTEN	13,240.50 9,922.50 1,995.00 1,323.00
V148093	10/03/2019	84290	CYNTHIA HORN SEPTEMBER MILEAGE	14.27
V148094	10/03/2019	86638	JAMES COLBERT JR UNIVERSITY INTERSCHOL 2019 TASA TASB CONVEN 2019 TASA TASB CONVEN	494.34 55.00 165.00 274.34
V148099	10/03/2019	86870	JONATHAN MICHAEL PARKER 2019 TASA/TASB CONVEN 2019 TASA/TASB CONVEN	453.67 178.75 274.92
V148101	10/03/2019	86994	JANET BAILEY WACHS TASA/TASB TASA/TASB	262.97 56.72 206.25
V148138	10/08/2019	87045	ADERONKE OLUWATOBI AKINFENWA SEPTEMBER MILEAGE	93.96
V148139	10/08/2019	11485	PEPI CORPORATION MEALS NEW EMPL ORI	120.32
V148140	10/08/2019	86538	PAMELA MARIE RHODES SEPTEMBER MILEAGE	149.06
V148141	10/08/2019	15393	PRAGNA K BHALARA SEPTEMBER MILEAGE	77.14

# HARRIS COUNTY DEPARTMENT OF EDUCATION

## Check Register

Fiscal Year: 20

Period: 2

### Fund: 1990 - GENERAL FUND

<u>check number</u>	<u>check date</u>	<u>vend_no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
V148143	10/08/2019	17320	BUTLER BUSINESS PRODUCTS	1,330.38
			1263A HOD CUSTOM ACADEMIC	230.00
			BLACK N' RED WIREBOUND SE	16.62
			POST-IT NOTES, 3 IN X 3IN	11.84
			SHARPIE PEN-STYLE PERMANE	9.15
			SAMSILL ECONOMY ROUND-RIN	91.42
			PACON PRINTABLE MULTIPURP	15.31
			PENDAFLEX 9-DIVIDER A-Z S	58.74
			DURACELL COPPERTOP ALKALI	307.58
			DURACELL COPPERTOP ALKALI	109.85
			DURACELL COPPERTOP ALKALI	289.88
			LORELL GAS LIFT MONITOR R	189.99
V148144	10/08/2019	88002	JOE N CARREON	68.75
			SENSORY ROOM SITE VIS	
V148145	10/08/2019	18555	SONIA AJI CHACKO	108.17
			SEPTEMBER MILEAGE	
V148146	10/08/2019	88015	DAWN MARIE COMEAUX	88.57
			SEPTEMBER MILEAGE	
V148147	10/08/2019	83515	SON HO DOAN DAO	76.33
			SEPTEMBER MILEAGE	
V148148	10/08/2019	80038	ANGELICA VELIZ DE LEON	322.11
			AEL FALL INSTITUTE	123.75
			AEL FALL INSTITUTE	198.36
V148149	10/08/2019	88352	KATHERINE ANN DOS SANTOS	87.93
			SEPTEMBER MILEAGE	
V148150	10/08/2019	87716	DAVID ZELDEN EINSEL	698.90
			SEPTEMBER MILEAGE	
V148153	10/08/2019	81839	MICHELLE GANTER	56.26
			SEPTEMBER MILEAGE	
V148154	10/08/2019	27460	JOELINE E GEICK	17.40
			SEPTEMBER MILEAGE	
V148155	10/08/2019	88354	KIMBERLY NICOLE GEPHART	78.88
			SEPTEMBER MILEAGE	
V148158	10/08/2019	84584	HOLLY LYNN SHAFER	69.60
			SEPTEMBER MILEAGE	
V148159	10/08/2019	84290	CYNTHIA HORN	99.76
			OCTOBER MILEAGE	18.56
			SEPTEMBER MILEAGE	31.32
			SEPTEMBER MILEAGE	49.88
V148161	10/08/2019	84006	DENISE JOHNSON	361.21
			AEL FALL INSTITUTE	151.25
			AEL FALL INSTITUTE	209.96
V148162	10/08/2019	88348	ALDONA JOLANTA KLINE	49.26
			REIMB FINGER PRINTING	
V148164	10/08/2019	85543	WENDY HICKS LARSON	25.52
			SEPTEMBER MILEAGE	
V148165	10/08/2019	86941	JAMIE KANE MACDONALD	62.06
			SEPTEMBER MILEAGE	
V148166	10/08/2019	87737	LISA ANNE MASON	180.38
			SEPTEMBER MILEAGE	
V148167	10/08/2019	39691	LUCY MATTE	24.94
			SEPTEMBER MILEAGE	

# HARRIS COUNTY DEPARTMENT OF EDUCATION

## Check Register

Fiscal Year: 20

Period: 2

### Fund: 1990 - GENERAL FUND

<u>check number</u>	<u>check date</u>	<u>vend_no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
V148168	10/08/2019	87064	WILLIAM RICHARD MONROE SEPTEMBER MILEAGE	19.60
V148170	10/08/2019	82864	SHAY A OLINGER SEPTEMBER MILEAGE	55.68
V148171	10/08/2019	85138	BARBARA JEAN PARKER SEPTEMBER MILEAGE	105.50
V148172	10/08/2019	86870	JONATHAN MICHAEL PARKER SENORY ROOM SITE VISI	82.50
V148173	10/08/2019	46130	ANN K PETTY SEPTEMBER MILEAGE	178.06
V148176	10/08/2019	87978	STEPHANIE MICHELLE ROSS AEL FALL INSTITUTE AEL FALL INSTITUTE	284.99 123.75 161.24
V148177	10/08/2019	50413	LYNN LOUISE BARNARD RUSSOM SEPTEMBER MILEAGE	62.64
V148178	10/08/2019	53379	DS WATERS OF AMERICA INC REFRESHMENTS REFRESHMENT MEETING	59.88 24.95 34.93
V148179	10/08/2019	87011	JENNA RENEE SPILLARS SEPTEMBER MILEAGE	48.55
V148180	10/08/2019	86939	TAMMY SETSUKO TAKAISHI SEPTEMBER MILEAGE	111.94
V148181	10/08/2019	82358	TOTAL TECHNOLOGIES LLC SEPT 19 FOR SIP TRUN OCT 19 FOR SIP TRUN	4,925.00 2,462.50 2,462.50
V148182	10/08/2019	84583	JANICE S TOYOTA SEPTEMBER MILEAGE	81.78
V148183	10/08/2019	60707	DENICE FEGETTE TUCKER SEPTEMBER MILEAGE	87.00
V148233	10/15/2019	10860	LEAH MAE ANGELITO ALBA SEPTEMBER MILEAGE	154.16
V148234	10/15/2019	86628	DENISE ODELL ALFORD SEPTEMBER MILEAGE	37.70
V148235	10/15/2019	80275	TAYYABA Q ALI OCTOBER MILEAGE SEPTEMBER MILEAGE	130.44 59.74 70.70
V148236	10/15/2019	88118	RITU DAS BALLA SEPTEMBER MILEAGE	105.85
V148237	10/15/2019	81273	TRACEY D BARR SEPTEMBER MILEAGE	44.92
V148238	10/15/2019	37853	MARIA R BAUTISTA REIMB INSTR SUPPLIES REIMB PARKING	15.96 5.96 10.00
V148239	10/15/2019	86386	ROBERT LEE BELL JR OCTOBER MILEAGE	11.37
V148240	10/15/2019	15261	STACY K BERKMAN SEPTEMBER MILEAGE	73.08
V148241	10/15/2019	85534	CARLENE DENISE BEXLEY SEPTEMBER MILEAGE	12.76
V148244	10/15/2019	16438	MONICA M BRALLIER SEPTEMBER MILEAGE	72.50

# HARRIS COUNTY DEPARTMENT OF EDUCATION

## Check Register

Fiscal Year: 20

Period: 2

### Fund: 1990 - GENERAL FUND

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
V148245	10/15/2019	88351	ASHLEY MADYSON BRAY	54.26
			SEPTEMBER MILEAGE	14.38
			SEPTEMBER MILEAGE	39.88
V148246	10/15/2019	16778	DEBRA LYNNE BROWN	44.08
			SEPTEMBER MILEAGE	
V148247	10/15/2019	88013	ADELE MARIE KURT BRUNSON	253.23
			SEPTEMBER MILEAGE	
V148249	10/15/2019	17320	BUTLER BUSINESS PRODUCTS	1,205.52
			HEW TONER CARTRIDGE BK, #	91.99
			HEW TONER CARTRIDGE CYAN	120.99
			HEW TONER CARTRIDGE MAGEN	120.99
			HEW TONER CARTRIDGE YELLO	120.99
			AVA 2 DE REFRIGERATOR, #R	463.90
			HEW TONER CYAN, #CF511A	56.99
			HEW TONER YELLOW, #CF512A	56.99
			HEW TONER MAGENTA, #CF513	56.99
			HEW TONER BLK, #CF510A	50.99
			XYGRID BBP JUMBO GRID	64.70
V148251	10/15/2019	20203	AMY LINN COLLINS	43.15
			SEPTEMBER MILEAGE	
V148252	10/15/2019	86087	JOANNE BOOKER CRANE	75.92
			SEPTEMBER MILEAGE	
V148253	10/15/2019	87738	MACKENZIE SPOONTS DEMPSEY	113.68
			SEPTEMBER MILEAGE	
V148254	10/15/2019	53023	JACQUELINE ALISON DOWELL	48.84
			SEPTEMBER MILEAGE	
V148255	10/15/2019	87716	DAVID ZELDEN EINSEL	87.54
			REIMB GENSUPPL PURCH	
V148259	10/15/2019	84589	HEATHER MARIE FAUNCE-ESTAY	110.78
			SEPTEMBER MILEAGE	
V148260	10/15/2019	87432	MARIA V FUENTEZ	85.84
			SEPTEMBER MILEAGE	
V148261	10/15/2019	88354	KIMBERLY NICOLE GEPHART	40.02
			SEPTEMBER MILEAGE	
V148262	10/15/2019	87411	ROBIN M GLENEWINKEL	74.24
			SEPTEMBER MILEAGE	
V148263	10/15/2019	84588	SARA ELIZABETH GOEKE	45.24
			SEPTEMBER MILEAGE	
V148264	10/15/2019	80583	LOPAMUDRA GUPTA	86.03
			IREIMB PARKING	10.00
			REIMB NSTRUCTIONALS	76.03
V148265	10/15/2019	29320	CATHERINE MIDDAUGH GUTHRIE	57.42
			SEPTEMBER MILEAGE	
V148266	10/15/2019	88018	ASHLEY NICOLE SCOTT	138.62
			SEPTEMBER MILEAGE	
V148268	10/15/2019	31388	SUE A SCAMARDO HILL	55.10
			SEPTEMBER MILEAGE	
V148269	10/15/2019	82107	TAMMY HILLEGEIST	30.16
			SEPTEMBER MILEAGE	
V148270	10/15/2019	88310	RIZWAN HUSSAIN	18.32
			SEPTEMBER MILEAGE	9.16
			OCTOBER MILEAGE	9.16



# HARRIS COUNTY DEPARTMENT OF EDUCATION

## Check Register

Fiscal Year: 20

Period: 2

### Fund: 1990 - GENERAL FUND

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
V148271	10/15/2019	86638	JAMES COLBERT JR UNIVERSITY INTERSCHOL	55.00
V148273	10/15/2019	86488	CHERINA LANAE PETE SEPTEMBER MILEAGE	170.11
V148274	10/15/2019	35600	CHARLOTTE MARIA JORDAN SEPTEMBER MILEAGE	122.38
V148276	10/15/2019	86499	CAROL ANN KANA SEPTEMBER MILEAGE	59.45
V148277	10/15/2019	85126	MARLA LYNN SMITH KANAKIDIS SEPTEMBER MILEAGE	94.19
V148279	10/15/2019	82315	REBECCA RIKER NORTH SEPTEMBER MILEAGE	174.58
V148280	10/15/2019	88348	ALDONA JOLANTA KLINE SEPTEMBER MILEAGE	60.90
V148281	10/15/2019	36435	BRENNA G KOLLMORGEN SEPTEMBER MILEAGE	93.96
V148283	10/15/2019	86222	ROBIN DIANE-RILLA KRONENBERGER SEPTEMBER MILEAGE	75.92
V148285	10/15/2019	87774	NAKIA BELL LEE REIMB PARKING	10.00
V148286	10/15/2019	85218	JOHANNA LEPS DE JAGER SEPTEMBER MILEAGE	69.02
V148288	10/15/2019	37855	MARSHA A LEWIS SEPTEMBER MILEAGE	140.36
V148289	10/15/2019	38955	SANDRA A MACGREGOR SEPTEMBER MILEAGE	138.04
V148290	10/15/2019	81372	TAMA JEAN MAGALLON SEPTEMBER MILEAGE	40.48
V148291	10/15/2019	86497	SIMY MATHAI SEPTEMBER MILEAGE	97.21
V148292	10/15/2019	39707	SHANNON E MAZY SEPTEMBER MILEAGE	84.68
V148294	10/15/2019	39910	LAURA KAYE MCFARLAND SEPTEMBER MILEAGE	28.25
V148295	10/15/2019	86078	MELINDA EMELIA MCGOULDRIK SEPTEMBER MILEAGE	38.45
V148296	10/15/2019	80579	GUILLERMO MEDINA JR AEL FALL INSTITUTE AEL FALL INSTITUTE	337.19 123.75 213.44
V148297	10/15/2019	40553	BEATRIZ M MENENDEZ SEPTEMBER MILEAGE	103.24
V148298	10/15/2019	82260	MEREDITH MILLER SEPTEMBER MILEAGE	125.86
V148299	10/15/2019	86936	SUSANNE MARIE MINKS SEPTEMBER MILEAGE	77.14
V148300	10/15/2019	87064	WILLIAM RICHARD MONROE OCTOBER MILEAGE SEPTEMBER MILEAGE SEPTEMBER MILEAGE	22.39 4.41 4.52 13.46
V148301	10/15/2019	83476	MONINA VICENCIO MORALES-ESTUART SEPTEMBER MILEAGE	176.32
V148302	10/15/2019	87866	PHEBE ANN PATEL SEPTEMBER MILEAGE	65.54

# HARRIS COUNTY DEPARTMENT OF EDUCATION

## Check Register

Fiscal Year: 20

Period: 2

### Fund: 1990 - GENERAL FUND

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
V148303	10/15/2019	82231	ERIKA GREMILLION-NEAL SEPTEMBER MILEAGE	76.56
V148305	10/15/2019	44026	VICKI Y YOUNG NOLAN SEPTEMBER MILEAGE	145.00
V148306	10/15/2019	85276	STEPHANIE LAUREN QUARLES SEPTEMBER MILEAGE	69.02
V148307	10/15/2019	35197	JENNIFER JONES RAMOS SEPTEMBER MILEAGE	203.00
V148308	10/15/2019	49632	CANDACE H RIEDER SEPTEMBER MILEAGE	62.58
V148309	10/15/2019	51348	PENNY JO SCHICK SEPTEMBER MILEAGE	107.88
V148310	10/15/2019	84585	SUSAN RUDOLPH SCHWAITZBERG SEPTEMBER MILEAGE	68.44
V148311	10/15/2019	88161	EMILY GRIMES SEEHAUSEN SEPTEMBER MILEAGE	100.34
V148312	10/15/2019	88097	KAYNELL SIMPSON REIMB LOCAL MILEAGE	15.00
V148313	10/15/2019	83419	MARY A SNYDER SEPTEMBER MILEAGE	151.96
V148315	10/15/2019	84863	COLOR ONE SYSTEMS BUSINESS CARDS: TREVINO-J HCDE SALARY SCHEDULES: 37	542.00 147.00 395.00
V148316	10/15/2019	85562	MEREDITH E ANDERSON SEPTEMBER MILEAGE	71.92
V148317	10/15/2019	60679	MARY JANE TROTTER SEPTEMBER MILEAGE	88.16
V148318	10/15/2019	80103	CAROL E VAUGHN REIMB GEN SUPP PURCHA	9.00
V148319	10/15/2019	86994	JANET BAILEY WACHS SEPTEMBER MILEAGE	14.85
V148320	10/15/2019	87749	LAKEN MARIE WALKER SEPTEMBER MILEAGE	50.40
V148321	10/15/2019	83421	LESLEY DIANE CASLER SEPTEMBER MILEAGE	218.31
V148322	10/15/2019	83984	MARY F WEISENBURGER SEPTEMBER MILEAGE	80.68
V148323	10/15/2019	82607	VALARIE D WELTON SEPTEMBER MILEAGE	209.96
V148324	10/15/2019	86938	MARY ELLEN WENZEL SEPTEMBER MILEAGE	74.82
V148325	10/15/2019	64008	TANYA S WISE SEPTEMBER MILEAGE	51.04
V148326	10/15/2019	64730	KARLA J YIELDING SEPTEMBER MILEAGE	80.04
V148374	10/22/2019	11485	PEPI CORPORATION MEALS SPECIAL EVENTS FOOD NEW EMP ORIENT	313.31 144.00 169.31
V148375	10/22/2019	87813	JULIA YVETTE ANDREWS HEALTHCARE PREPAREDNE	68.09
V148376	10/22/2019	84608	ANTHONY J WASHINGTON SEPTEMBER MILEAGE	87.12

# HARRIS COUNTY DEPARTMENT OF EDUCATION

## Check Register

Fiscal Year: 20

Period: 2

### Fund: 1990 - GENERAL FUND

<u>check number</u>	<u>check date</u>	<u>vend_no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
V148377	10/22/2019	52395	KATHRYN A BAKER SEPTEMBER MILEAGE	68.44
V148378	10/22/2019	14485	THELMA J BANKS SEPTEMBER MILEAGE	30.22
V148382	10/22/2019	86489	BRETT BOWER SEPTEMBER MILEAGE	75.40
V148383	10/22/2019	17320	BUTLER BUSINESS PRODUCTS 1-PORT SINGLE GANG MULTIM 2-PORT SINGLE GANG MULTIM	28.00 14.00 14.00
V148384	10/22/2019	85125	JANINE WALLACE CALMES SEPTEMBER MILEAGE	52.54
V148387	10/22/2019	20955	NORA A CONTRERAS SEPTEMBER MILEAGE	120.64
V148388	10/22/2019	21255	CARIE LYNN CRABB SEPTEMBER MILEAGE	56.84
V148389	10/22/2019	86117	TERESA DIANE DELAISLA SEPTEMBER MILEAGE	60.03
V148390	10/22/2019	83949	CHERIE L DEMARR SEPTEMBER MILEAGE	45.41
V148391	10/22/2019	23135	LISA L DONAHUE SEPTEMBER MILEAGE	202.42
V148392	10/22/2019	86523	ANNE M DOUBEK SEPTEMBER MILEAGE	128.76
V148393	10/22/2019	82606	CAROL LYNN DUTTON SEPTEMBER MILEAGE	98.60
V148395	10/22/2019	87584	KRISTEN TAYLOR EWING SEPTEMBER MILEAGE	167.62
V148397	10/22/2019	83350	WRIGHT EXPRESS FINANCIAL SVC CORP EXXON GASLN SEPT19	1,192.63
V148398	10/22/2019	83985	GUADALUPE MAYELA FLORES SEPTEMBER MILEAGE	62.64
V148400	10/22/2019	88016	HEMA I GHUTADARIA SEPTEMBER MILEAGE	40.02
V148401	10/22/2019	87575	ANALIEL NOQUEZ GONZALES SEPTEMBER MILEAGE	57.59
V148402	10/22/2019	88020	CATHERINE ANITA GRAVES SEPTEMBER MILEAGE	87.23
V148403	10/22/2019	29490	LISA M HALL SEPTEMBER MILEAGE	40.02
V148410	10/22/2019	36698	SUPRIYA KUMAR SEPTEMBER MILEAGE	103.70
V148414	10/22/2019	88043	JERI MICHELLE MARTINEZ SEPTEMBER MILEAGE	244.13
V148415	10/22/2019	39692	BELINDA A MATTHEWS SEPTEMBER MILEAGE	123.60
V148416	10/22/2019	82661	DEBORAH MATTHEWS SEPTEMBER MILEAGE	113.68
V148419	10/22/2019	87837	LORI A MESSINA SEPTEMBER MILEAGE	59.74
V148421	10/22/2019	88331	TERESA ANNE MURPHY SEPTEMBER MILEAGE	9.28
V148422	10/22/2019	85599	PRASHANTHI NAIDU NADELLA SEPTEMBER MILEAGE	133.98

# HARRIS COUNTY DEPARTMENT OF EDUCATION

## Check Register

Fiscal Year: 20

Period: 2

### Fund: 1990 - GENERAL FUND

<u>check number</u>	<u>check date</u>	<u>vend_no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
V148423	10/22/2019	87578	RUTH SAMANTHA OBNAMIA SEPTEMBER MILEAGE	91.64
V148424	10/22/2019	87437	TANISHA R PARHAM SEPTEMBER MILEAGE	71.34
V148429	10/22/2019	86525	CYRELLE FERN GARDNER SEPTEMBER MILEAGE	187.92
V148432	10/22/2019	85775	TAMARA FAYE SNOW SEPTEMBER MILEAGE	63.80
V148434	10/22/2019	84863	COLOR ONE SYSTEMS PRINTING FORMS	470.00
V148435	10/22/2019	83496	GAY THORNTON SEPTEMBER MILEAGE	22.62
V148436	10/22/2019	86086	AMY LOUISE TRAYNOR SEPTEMBER MILEAGE	64.38
V148437	10/22/2019	88334	JESSICA VALDEZ SEPTEMBER MILEAGE	54.52
V148438	10/22/2019	80103	CAROL E VAUGHN SEPTEMBER MILEAGE	75.52

# HARRIS COUNTY DEPARTMENT OF EDUCATION

## Check Register

Fiscal Year: 20

Period: 2

### Fund: 1990 - GENERAL FUND

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
V148499	10/29/2019	17320	BUTLER BUSINESS PRODUCTS	8,428.24
			TONER, HP 410A LJ CART, B	459.95
			TONER, HP 410A LJ CART, C	261.08
			TONER, HP 410A LJ CART, C	297.70
			TONER, HP 410A LJ CART, C	297.70
			TONER, HP 410A LJ CART, C	297.70
			TONER, HP 410A LJ CART, C	297.70
			TONER, HP 410A LJ CART, B	130.54
			TONER, HP 410A LJ CART, B	297.70
			TONER, HP 410A LJ CART, B	297.70
			TONER, HP 410A LJ CART, M	186.26
			TONER, HP 410A LJ CART, M	297.70
			TONER CLJ PRO MFP M180, B	152.97
			BOTHER P-TOUCH TZE LAMINA	65.98
			BUSINESS SOURCE REGULAR T	43.15
			PDI NICE PAK SUPER SANI-C	273.80
			HP 504A ORIGINAL TONER CA	301.98
			HP 504A ORIGINAL TONER CA	296.99
			IBMTG85P7008 - IBM REMA	137.78
			HP 504A ORIGINAL TONER CA	296.99
			BUSINESS SOURCE ROUND-RIN	46.25
			AVERY READY INDEX CUSTOMI	101.52
			BOSTITCH ASCEND STAPLER -	11.24
			BOSTITCH PERSONAL ELECTRI	22.84
			PACON BOND PAPER - PAC101	36.88
			ASTROBRIGHTS LASER, INKJE	16.25
			ASTROBRIGHTS INKJET, LASE	16.13
			ASTROBRIGHTS INKJET PRINT	16.13
			ASTROBRIGHTS INKJET, LASE	16.13
			ASTROBRIGHTS INKJET, LASE	16.13
			ASTROBRIGHTS INKJET, LASE	16.13
			ASTROBRIGHTS LASER INKJE	16.13
			ASTROBRIGHTS LASER, INKJE	16.13
			HEWCF287A - HP 87A ORIGIN	473.98
			ELI75173 - ELITE IMAGE	77.99
			ELI75171 - ELITE IMAGE	77.99
			ELI75172 - ELITE IMAGE	77.99
			ELI75170 - ELITE IMAGE RE	69.99
			HEWCF287X - HP 87X ORIGIN	320.99
			VER99221 - VERBATIM REM	77.99
			ELI75394 - ELITE IMAGE R	107.78
			ELI75111 - ELITE IMAGE	80.89
			TAPE,COR,MONO,1LN MFG# TO	52.78
			PEN,BP,STYLUS,4COLOR MFG#	27.96
			PEN REFL,BP,4COL,MED,AST	12.68
			MAT,CRPT,ANT/FGE,62X38,BK	262.43
			ORGANIZER,PENCIL,MESH,BLK	18.27
			JACKET,FILE,POLY MFG# PFX	28.34
			PEN REFL,GEL,BG27R,FN,BLU	32.88
			PEN REFL,GEL,BG27R,FN,BLK	16.44
			TAPE,ACRYLIC,CLEAR,3"X55'	45.97
			TONER,LSR,F/HP P2035/2055	302.97

# HARRIS COUNTY DEPARTMENT OF EDUCATION

## Check Register

Fiscal Year: 20

Period: 2

### Fund: 1990 - GENERAL FUND

<u>check number</u>	<u>check date</u>	<u>vend_no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
V148499	10/29/2019	17320	BUTLER BUSINESS PRODUCTS	8,428.24
			PAPER,POST-IT,ULTRA,3X3,A	93.80
			PAPER,POST-IT,4X6",ULTRA	119.80
			PAPER,PAD,LGL,LR,GRY,ORC,	64.86
			FOLDER,LTR,1/3,POLY,CLR M	31.77
			PEN REFL,BP,FN,BLU MFG# C	18.57
			PEN,RB,VSN,FN,AST MFG# SA	132.10
			PAPER,NOTES,ADH,4X6",RULE	18.78
			MANILA FOLDERS LEGAL	62.93
			CLASSIFICATION FOLDERS -	76.88
			CLASSIFICATION FOLDERS -	90.46
			ORIGINAL TONER CARTRIDGE	126.99
			PAPER,LSR,GLOSS,32#	369.60
V148502	10/29/2019	62916	JOHN WEBER	7,851.81
			SERVICES AGREEMENT AT A R	7,398.00
			TRAVEL REIMBURSEMENT NOT	453.81
V148504	10/29/2019	87203	SUSAN EVERETT	785.00
			CONSULTANT SUSAN EVERETT	
V148513	10/29/2019	84421	HOT SHOT DELIVERY INC	480.84
			POSTAGE	56.19
			POSTAGE	153.68
			POSTAGE	270.97
V148514	10/29/2019	88310	RIZWAN HUSSAIN	9.16
			OCTOBER MILEAGE	
V148522	10/29/2019	87064	WILLIAM RICHARD MONROE	30.04
			OCTOBER MILEAGE	
V148523	10/29/2019	87791	MAXWELL OSADOLOR OTALOR	141.52
			SEPTEMBER MILEAGE	30.16
			SEPTEMBER MILEAGE	37.12
			SEPTEMBER MILEAGE	37.12
			OCTOBER MILEAGE	37.12
V148524	10/29/2019	87831	JANICE THOMAS OWOLABI	352.75
			INCIDENT MANAGEMENT I	174.00
			INCIDENT MANAGEMENT I	178.75
V148529	10/29/2019	84623	ROSA MARIA TORRES	5,218.75
			OCT. 1,2019 - MARCH 31,20	
V148530	10/29/2019	84863	COLOR ONE SYSTEMS	1,411.00
			HCDE NOTEPAD	1,215.00
			BUSINESS CARDS FOR	49.00
			BUSINESS CARDS, 1-SIDED -	147.00
V148532	10/29/2019	86923	ANNE HARVEY WATSON	167.27
			SEPTEMBER MILEAGE	

Number of checks in fund 1990 - GENERAL FUND: 288

Amount total: 520,942.34

### Fund: 2059 - HEAD START

<u>check number</u>	<u>check date</u>	<u>vend_no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
147843 void	09/24/2019	86562	HARRIS COUNTY FWSD #51	-167.67
			WATER 072219082319	

# HARRIS COUNTY DEPARTMENT OF EDUCATION

## Check Register

Fiscal Year: 20

Period: 2

### Fund: 2059 - HEAD START

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
148035	10/03/2019	10248	ACE MART RESTAURANT SUPPLY CO	938.13
			SHELF DIVIDER NO. DD24C	67.64
			ANTI-FATIGUE FLOOR NO. MA	94.32
			GRILL SCRAPER NO.90018	10.14
			PLASTIC FOOD PAN NO.30862	82.82
			FOOD PAN DRAIN TRAY NO.30	8.57
			KNIFE BLOCK RACK NO. KR-6	40.10
			SCOOP HOLDER NO. SI2000	27.52
			SHELF WALL MOUNTS NO. WMB	132.08
			PLASTIC PITCHER MODEL NO	66.56
			NAPPIE OATMEAL BWL NO. 43	76.92
			ESTIMATED SHIPPING/HANDLI	14.00
			PLASTIC PLATE MODEL NO. 4	19.42
			PLASTIC BOWL MODEL NO. DN	47.18
			PLASTIC PLATTER MODEL NO.	48.34
			PLASTIC PITCHER MODEL NO.	16.64
			ESTIMATED SHIPPING/HANDLI	20.00
			POCKET THERMOS MODEL NO.	155.88
			ESTIMATED SHIPPING/HANDLI	10.00
148041	10/03/2019	13871	AT&T CORP	565.09
			PHONE 091319101219	154.60
			PHONE 090719100619	290.12
			PHONE 082719092619	120.37
148043	10/03/2019	18491	CENTERPOINT ENERGY	95.49
			GAS 081219091119	45.37
			GAS 081319091219	50.12
148044	10/03/2019	84158	CENTRAL TELEPHONE COMPANY OF TEXAS	467.54
			PHONE 091119101019	
148045	10/03/2019	85300	CHILDCARE CAREERS LLC	7,595.12
			CONTRACTED SERVICES AGREE	90.01
			CONTRACTED SERVICES AGREE	118.44
			CONTRACTED SERVICES AGREE	590.60
			CONTRACTED SERVICES AGREE	609.56
			CONTRACTED SERVICES AGREE	734.30
			CONTRACTED SERVICES AGREE	753.26
			CONTRACTED SERVICES AGREE	1,174.88
			CONTRACTED SERVICES AGREE	1,302.80
			CONTRACTED SERVICES AGREE	2,221.27

# HARRIS COUNTY DEPARTMENT OF EDUCATION

## Check Register

Fiscal Year: 20

Period: 2

### Fund: 2059 - HEAD START

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
148049	10/03/2019	87561	CORPORATE INCENTIVES, INC.	374.64
			A703 EASY CARE APRON BLK	13.25
			A703 EASY CARE APRON BLK	13.25
			A703 EASY CARE APRON BLK	13.25
			A703 EASY CARE APRON BLK	13.25
			A703 EASY CARE APRON BLK	13.25
			A703 EASY CARE APRON BLK	26.50
			A703 EASY CARE APRON BLK	26.50
			A703 EASY CARE APRON BLK	26.50
			A703 EASY CARE APRON BLK	26.50
			A703 EASY CARE APRON BLK	26.50
			A703 EASY CARE APRON BLK	26.50
			A703 EASY CARE APRON BLK	92.75
			SET UP CI SET UP CHARGE	1.00
			SET UP CI SET UP CHARGE	1.00
			SET UP CI SET UP CHARGE	1.00
			SET UP CI SET UP CHARGE	1.00
			SET UP CI SET UP CHARGE	1.00
			SET UP CI SET UP CHARGE	2.00
			SET UP CI SET UP CHARGE	2.00
			SET UP CI SET UP CHARGE	2.00
			SET UP CI SET UP CHARGE	2.00
			SET UP CI SET UP CHARGE	2.00
			SET UP CI SET UP CHARGE	2.00
			SET UP CI SET UP CHARGE	7.00
			SH SHIPPING AND HANDLING	1.36
			SH SHIPPING AND HANDLING	1.36
			SH SHIPPING AND HANDLING	1.36
			SH SHIPPING AND HANDLING	1.36
			SH SHIPPING AND HANDLING	1.36
			SH SHIPPING AND HANDLING	2.72
			SH SHIPPING AND HANDLING	2.72
			SH SHIPPING AND HANDLING	2.72
			SH SHIPPING AND HANDLING	2.72
			SH SHIPPING AND HANDLING	2.72
			SH SHIPPING AND HANDLING	2.72
			SH SHIPPING AND HANDLING	9.52
148054	10/03/2019	32921	CITY OF HOUSTON HEALTH	323.38
			FOOD DEALERS PERMIT	



# HARRIS COUNTY DEPARTMENT OF EDUCATION

## Check Register

Fiscal Year: 20

Period: 2

### Fund: 2059 - HEAD START

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
148058	10/03/2019	35683	KAPLAN EARLY LEARNING COMPANY	1,860.86
			BLACK PAPER	9.42
			BROWN PAPER	9.42
			WHIT EPAPER	45.54
			VIOLET PAPER	18.84
			PIPE CLEANER	30.10
			POMPOM	53.90
			YARN	38.50
			WIGGLY EYES	114.10
			DOUGH	216.16
			PLAYDOH	396.76
			YELLOW PAPER	18.84
			GREEN PAPER	9.42
			RED PAPER	9.42
			MANILA PAPER	47.84
			CRAYONS	141.78
			PENCILS	41.86
			BORDETTE SET	51.48
			BORDER SET	51.48
			WHITE ROLL	51.56
			BLACK ROLL	51.56
			SHAPE STAMP	102.06
			BOOMBOX	111.76
			WIKKI STIX	83.72
			GLUE	46.44
			FEATHERS	59.92
			POSTER BOARD	48.98
148071	10/03/2019	86862	PS LIGHTWAVE INC	7,604.14
			MONTHLY PHONE/DATA LINES	320.00
			MONTHLY PHONE/DATA LINES	320.00
			MONTHLY PHONE/DATA LINES	320.00
			MONTHLY PHONE/DATA LINES	320.00
			MONTHLY PHONE/DATA LINES	337.73
			MONTHLY PHONE/DATA LINES	337.73
			MONTHLY PHONE/DATA LINES	337.73
			MONTHLY PHONE/DATA LINES	337.73
			MONTHLY PHONE/DATA LINES	337.73
			MONTHLY PHONE/DATA LINES	337.73
			MONTHLY PHONE/DATA LINES	320.00
			MONTHLY PHONE/DATA LINES	320.00
			MONTHLY PHONE/DATA LINES	325.79
			MONTHLY PHONE/DATA LINES	325.79
			MONTHLY PHONE/DATA LINES	323.57
			MONTHLY PHONE/DATA LINES	323.57
			MONTHLY PHONE/DATA LINES	337.73
			MONTHLY PHONE/DATA LINES	337.73
			MONTHLY PHONE/DATA LINES	320.00
			MONTHLY PHONE/DATA LINES	320.00
			MONTHLY PHONE/DATA LINES	337.73
			MONTHLY PHONE/DATA LINES	337.73
			HS MONTHLY PHONE/DATA LIN	184.06
			HS MONTHLY PHONE/DATA LIN	184.06

# HARRIS COUNTY DEPARTMENT OF EDUCATION

## Check Register

Fiscal Year: 20

Period: 2

**Fund: 2059 - HEAD START**

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
148073	10/03/2019	88307	SCHOLASTIC LIBRARY PUBLISHING INC	38,209.95
			READ AND RISE BOOKS AND F	1,363.25
			READ AND RISE BOOKS AND F	1,558.00
			READ AND RISE BOOKS AND F	1,947.50
			READ AND RISE BOOKS AND F	1,947.50
			READ AND RISE BOOKS AND F	1,947.50
			READ AND RISE BOOKS AND F	1,947.50
			READ AND RISE BOOKS AND F	2,726.50
			READ AND RISE BOOKS AND F	2,726.50
			READ AND RISE BOOKS AND F	2,726.50
			READ AND RISE BOOKS AND F	3,116.00
			READ AND RISE BOOKS AND F	3,116.00
			READ AND RISE BOOKS AND F	3,310.75
			READ AND RISE BOOKS AND F	3,310.75
			READ AND RISE BOOKS AND F	3,310.75
			ESTIMATED SHIPPING/HANDLI	122.69
			ESTIMATED SHIPPING/HANDLI	140.22
			ESTIMATED SHIPPING/HANDLI	175.24
			ESTIMATED SHIPPING/HANDLI	175.28
			ESTIMATED SHIPPING/HANDLI	175.28
			ESTIMATED SHIPPING/HANDLI	175.28
			ESTIMATED SHIPPING/HANDLI	245.39
			ESTIMATED SHIPPING/HANDLI	245.39
			ESTIMATED SHIPPING/HANDLI	245.39
			ESTIMATED SHIPPING/HANDLI	280.44
			ESTIMATED SHIPPING/HANDLI	280.44
			ESTIMATED SHIPPING/HANDLI	297.97
			ESTIMATED SHIPPING/HANDLI	297.97
			ESTIMATED SHIPPING/HANDLI	297.97

# HARRIS COUNTY DEPARTMENT OF EDUCATION

## Check Register

Fiscal Year: 20

Period: 2

### Fund: 2059 - HEAD START

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
148074	10/03/2019	51528	SCHOOL HEALTH CORPORATION	731.88
			TOOTHBRUSH LIL GRIP 10027	7.59
			TOOTHBRUSH LIL GRIP 10027	15.00
			TOOTHBRUSH LIL GRIP 10027	20.00
			TOOTHBRUSH LIL GRIP 10027	21.25
			TOOTHBRUSH LIL GRIP 10027	24.00
			TOOTHBRUSH LIL GRIP 10027	24.00
			TOOTHBRUSH LIL GRIP 10027	25.00
			TOOTHBRUSH LIL GRIP 10027	25.12
			TOOTHBRUSH LIL GRIP 10027	30.00
			TOOTHBRUSH LIL GRIP 10027	31.25
			TOOTHBRUSH LIL GRIP 10027	33.75
			TOOTHBRUSH LIL GRIP 10027	35.00
			TOOTHBRUSH LIL GRIP 10027	42.50
			TOOTHBRUSH LIL GRIP 10027	45.60
			TOOTHBRUSH LIL GRIP 10027	47.50
			TOOTHGEL FLUOR DINOSAUR 4	12.68
			TOOTHGEL FLUOR DINOSAUR 4	12.68
			TOOTHGEL FLUOR DINOSAUR 4	12.68
			TOOTHGEL FLUOR DINOSAUR 4	12.68
			TOOTHGEL FLUOR DINOSAUR 4	12.68
			TOOTHGEL FLUOR DINOSAUR 4	12.68
			TOOTHGEL FLUOR DINOSAUR 4	25.36
			TOOTHGEL FLUOR DINOSAUR 4	25.36
			TOOTHGEL FLUOR DINOSAUR 4	25.36
			TOOTHGEL FLUOR DINOSAUR 4	25.36
			TOOTHGEL FLUOR DINOSAUR 4	25.36
			TOOTHGEL FLUOR DINOSAUR 4	25.36
			TOOTHGEL FLUOR DINOSAUR 4	25.36
			TOOTHGEL FLUOR DINOSAUR 4	25.36
			TOOTHGEL FLUOR DINOSAUR 4	25.36
			TOOTHGEL FLUOR DINOSAUR 4	25.36
148080	10/03/2019	87916	ZENITH PREMIER INC	2,468.00
			CONTRACTED SERVICES AGREE	248.00
			CONTRACTED SERVICES AGREE	296.00
			CONTRACTED SERVICES AGREE	296.00
			CONTRACTED SERVICES AGREE	740.00
			CONTRACTED SERVICES AGREE	888.00
148103	10/08/2019	10248	ACE MART RESTAURANT SUPPLY CO	452.48
			POCKET THERMO NO. 9840PRN	51.96
			REFRIG/FRZR THERMO NO.350	47.88
			ESTIMATED SHIPPING/HANDLI	18.00
			PLASTIC PLATE NO. 4350125	150.60
			NAPPIE OATMEAL BOWL NO. 4	115.38
			SALAD FORK NO. FLAW-SF	9.96
			PLASTIC BOWL NO. DN-332-T	47.18
			TEASPOON NO. FLAW-TEA	11.52
148105	10/08/2019	13871	AT&T CORP	291.73
			PHONE 091919101819	120.37
			PHONE 092119102019	171.36
148107	10/08/2019	14892	CITY OF BAYTOWN	333.28
			WATER READ 6	
148110	10/08/2019	85300	CHILDCARE CAREERS LLC	568.52
			CONTRACTED SERVICES AGREE	

# HARRIS COUNTY DEPARTMENT OF EDUCATION

## Check Register

Fiscal Year: 20

Period: 2

### Fund: 2059 - HEAD START

<u>check number</u>	<u>check date</u>	<u>vend_no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
148115	10/08/2019	82491	DURA PIER FACILITIES SERVICES LTD NEW DATA CABLING FOR NEW	9,097.27
148117	10/08/2019	87470	FRONTIER SOUTHWEST INCORPORATED PHONE 082019091919	170.94
148118	10/08/2019	86562	HARRIS COUNTY FWSD #51 WATER 082119092019	30.04
148123	10/08/2019	87249	LIQUID ENVIRONMENTAL OF TEXAS LLC QUARTERLY GREASE TRAP CLE	520.00
148134	10/08/2019	61927	VERIZON WIRELESS WIRELESS 082319092219	1,289.41
148135	10/08/2019	62751	WASTE MANAGEMENT MONTHLY WASTE SEPT19	1,477.60
			MONTHLY WASTE SEPT19	142.89
			MONTHLY WASTE SEPT19	214.36
			MONTHLY WASTE SEPT19	95.26
			MONTHLY WASTE OCT19	95.26
			MONTHLY WASTE SEPT19	142.89
			MONTHLY WASTE OCT19	79.45
			MONTHLY WASTE OCT19	707.49
148137	10/08/2019	87916	ZENITH PREMIER INC CONTRACTED SERVICES AGREE	2,368.00
			CONTRACTED SERVICES AGREE	148.00
			CONTRACTED SERVICES AGREE	444.00
			CONTRACTED SERVICES AGREE	592.00
			CONTRACTED SERVICES AGREE	592.00
			CONTRACTED SERVICES AGREE	592.00
148192	10/15/2019	10248	ACE MART RESTAURANT SUPPLY CO TEASPOON MODEL NO. FLAW-T	433.48
			OVEN MITT MODEL NO. OMF-1	1.28
			AEROSOL DEGREASER NO. DI	8.36
			GALLON BAG	10.18
			ESTIMATED SHIPPING/HANDLI	35.06
			WINDSOR STNLSS T-SPOON	20.00
			DINNER FORK NO. FLAW-DF	16.56
			PLASTIC PLATE NO. 4350125	21.36
			PLASTIC BOWL NO. DN-332-T	86.16
			LIBBEY PRNCSS 12-1/2" WHT	50.73
			PLASTIC FRUIT DISH NO. 43	57.95
			PLASTIC PLATE NO. 4350525	43.10
			CAMBRO 6" BLCK FLT GRIP T	42.24
			ESTIMATED SHIPPING/HANDLI	15.50
148200	10/15/2019	85300	CHILDCARE CAREERS LLC CONTRACTED SERVICES AGREE	25.00
			CONTRACTED SERVICES AGREE	4,233.43
			CONTRACTED SERVICES AGREE	258.35
			CONTRACTED SERVICES AGREE	530.59
			CONTRACTED SERVICES AGREE	571.03
			CONTRACTED SERVICES AGREE	724.83
			CONTRACTED SERVICES AGREE	729.57
			CONTRACTED SERVICES AGREE	1,419.06
148206	10/15/2019	85146	JOURNEY OF FAITH UNITED METHODIST MONTHLY RENTAL FEE FEB.1-	4,000.00
148209	10/15/2019	27819	HARRIS COUNTY FWSD WATER 072219082319	167.67
148210	10/15/2019	29920	HARRIS COUNTY TREASURER MONTHLY RENTAL FEE FEB. 1-	50.00

# HARRIS COUNTY DEPARTMENT OF EDUCATION

## Check Register

Fiscal Year: 20

Period: 2

### Fund: 2059 - HEAD START

<u>check number</u>	<u>check date</u>	<u>vend_no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
148212	10/15/2019	32920	CITY OF HOUSTON HEALTH DEPARTMENT	9,646.50
			MONTHLY RENTAL FEE FEB.1-	3,765.00
			MONTHLY RENTAL FEE FEB. 1	5,881.50
148213	10/15/2019	35131	JAMES LEWIS CUNNINGHAM	900.00
			CONTRACTED SERVICES AGREE	
148217	10/15/2019	83870	KQC INVESTORS, LLC	30,254.23
			MONTHLY RENTAL FEE FEB 1-	3,700.23
			MONTH RENTAL FEE FEB.1, -	5,487.00
			MONTHLY RENTAL FEE FEB.1-	9,320.00
			BAYTOWN HS/EHS LEASE PAYM	11,747.00
148221	10/15/2019	44980	OTC DIRECT INC - JOB NO 16/057KC	128.91
			SHIPPING AND HANDLING	17.99
			MEMAID STICKER	2.89
			TREASURE CHEST	72.85
			SUPER ROLL	35.18
148228	10/15/2019	81224	TX DEPT OF FAMILY AND PROTECTIVE	9.00
			CHILD CARE FEE	
148229	10/15/2019	88315	ENERGY FUTURE HOLDINGS CORP	5,690.30
			ELECTRIC 072219081919	944.55
			ELECTRIC 071119080819	527.12
			ELECTRIC 071219081119	935.75
			ELECTRIC 072219081919	862.15
			ELECTRIC 072219081919	995.30
			ELECTRIC 070219073119	1,109.63
			ELECTRIC 072219081919	315.80
148232	10/15/2019	87916	ZENITH PREMIER INC	4,440.00
			CONTRACTED SERVICES AGREE	148.00
			CONTRACTED SERVICES AGREE	444.00
			CONTRACTED SERVICES AGREE	444.00
			CONTRACTED SERVICES AGREE	444.00
			CONTRACTED SERVICES AGREE	592.00
			CONTRACTED SERVICES AGREE	740.00
			CONTRACTED SERVICES AGREE	740.00
			CONTRACTED SERVICES AGREE	888.00
148328	10/22/2019	87353	AQUA TEXAS INC	78.17
			WATER 082719092619	
148329	10/22/2019	13871	AT&T CORP	473.13
			PHONE 082719102619	120.39
			PHONE 092719102619	145.26
			PHONE 7136720207	207.48
148330	10/22/2019	81972	AT&T TELECONFERENCE SERVICES	4.36
			TELECONF. 09011909301	
148332	10/22/2019	88392	LINDA CARDOSA	21.58
			POLICY COUNCIL REIMB	3.60
			POLICY COUNCIL REIMB	17.98
148334	10/22/2019	18491	CENTERPOINT ENERGY	214.49
			GAS 081919091919	68.84
			GAS 081919092319	101.48
			GAS 090319100119	44.17
148338	10/22/2019	82495	COMCAST CORPORATION	271.02
			PHONE 101019110919	
148343	10/22/2019	85783	HARRIS COUNTY WATER CONTROL AND	203.05
			WATER 082319092419	

# HARRIS COUNTY DEPARTMENT OF EDUCATION

## Check Register

Fiscal Year: 20

Period: 2

### Fund: 2059 - HEAD START

<u>check number</u>	<u>check date</u>	<u>vend_no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
148344	10/22/2019	31566	ITW FOOD EQUIPMENT GROUP DISHWASHER REPAIR	472.00
148345	10/22/2019	33040	CITY OF HOUSTON WATER WATER READ 093019 WATER USAGE FROM 1/1/18-1	519.37 437.67 81.70
148348	10/22/2019	37208	CITY OF LA PORTE WATER 0919	145.36
148350	10/22/2019	87941	LIBERTY FIRE PROTECTION INC QTRLY MONITORING	120.00
148352	10/22/2019	88393	OLGA MAGALLON POLICY COUNCIL REIMB	29.87
148353	10/22/2019	88394	LUCIA MCFARLAND POLICY COUNCIL REIMB	58.93
148358	10/22/2019	88386	ANA QUIROZ POLICY COUNCIL REIM	27.20
148359	10/22/2019	48800	RELIANT ENERGY ELECTRIC 081519091619	1,614.35
148360	10/22/2019	83499	ELDA MARIA RUEDA NEWSLETTER	219.61
148365	10/22/2019	88315	ENERGY FUTURE HOLDINGS CORP ELECTRIC 080119082919 ELECTRIC 082019091819 ELECTRIC 082019091819 ELECTRIC 082819091919 ELECTRIC 081219091019 ELECTRIC 082019091819 ELECTRIC 080919090919 ELECTRIC 082019091819	6,794.79 1,019.41 1,130.94 1,015.82 309.00 1,108.93 1,154.66 699.53 356.50
148370	10/22/2019	86242	WCA WASTE CORPORATION WASTE 100119103119	168.32
148448	10/29/2019	13871	AT&T CORP PHONE 100719110619 PHONE 100719110619 PHONE 101319111219	520.66 40.26 317.80 162.60
148459	10/29/2019	27819	HARRIS COUNTY FWSD WATER 082319092619	299.33
148461	10/29/2019	85813	HORIZON SOUTHWEST PROPERTIES COMPLETE FAIR RENTAL VALU	350.00
148472	10/29/2019	82060	METROPOLITAN LANDSCAPE MGMT INC PROPOSAL FOR COOLWOOD LAB PROPOSAL FOR COOLWOOD MAT OVERHEAD & PROFIT HALF OVERHEAD & PROFIT HALF	4,750.00 1,900.00 2,375.00 237.50 237.50
148494	10/29/2019	87916	ZENITH PREMIER INC CONTRACTED SERVICES AGREE CONTRACTED SERVICES AGREE CONTRACTED SERVICES AGREE CONTRACTED SERVICES AGREE CONTRACTED SERVICES AGREE CONTRACTED SERVICES AGREE CONTRACTED SERVICES AGREE CONTRACTED SERVICES AGREE CONTRACTED SERVICES AGREE	4,392.00 148.00 296.00 296.00 396.00 592.00 592.00 592.00 740.00 740.00

# HARRIS COUNTY DEPARTMENT OF EDUCATION

## Check Register

Fiscal Year: 20

Period: 2

### Fund: 2059 - HEAD START

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
V148084	10/03/2019	16155	MILK PRODUCTS LLC	3,551.35
			STUDENT FOOD - OPEN PURCH	54.18
			STUDENT FOOD - OPEN PURCH	68.98
			STUDENT FOOD - OPEN PURCH	67.73
			STUDENT FOOD - OPEN PURCH	81.27
			STUDENT FOOD - OPEN PURCH	96.07
			STUDENT FOOD - OPEN PURCH	108.36
			STUDENT FOOD - OPEN PURCH	142.95
			STUDENT FOOD - OPEN PURCH	67.73
			STUDENT FOOD - OPEN PURCH	68.98
			STUDENT FOOD - OPEN PURCH	14.80
			STUDENT FOOD - OPEN PURCH	81.27
			STUDENT FOOD - OPEN PURCH	94.82
			STUDENT FOOD - OPEN PURCH	110.87
			STUDENT FOOD - OPEN PURCH	121.91
			STUDENT FOOD - OPEN PURCH	67.73
			STUDENT FOOD - OPEN PURCH	81.27
			STUDENT FOOD - OPEN PURCH	81.27
			STUDENT FOOD - OPEN PURCH	68.98
			STUDENT FOOD - OPEN PURCH	284.45
			STUDENT FOOD - OPEN PURCH	94.82
			STUDENT FOOD - OPEN PURCH	94.82
			STUDENT FOOD - OPEN PURCH	189.63
			STUDENT FOOD - OPEN PURCH	96.07
			STUDENT FOOD - OPEN PURCH	97.33
			STUDENT FOOD - OPEN PURCH	162.54
			STUDENT FOOD - OPEN PURCH	190.89
			STUDENT FOOD - OPEN PURCH	190.89
			MONTHLY CAFE. FOOD FOR ST	107.35
			MONTHLY CAFE. FOOD FOR ST	156.72
			MONTHLY CAFE. FOOD FOR ST	184.37
			MONTHLY CAFE. FOOD FOR ST	222.30
V148085	10/03/2019	17320	BUTLER BUSINESS PRODUCTS	941.08
			HP 65XL ORIGINAL INK #HEW	71.98
			DUST PAN #GJO85136	72.30
			BROOM #GJO09570	53.94
			LYSOL WIPES #RAC77182CT	43.01
			CLOROX BLEACH #CLO30966CT	49.08
			LYSOL FRESH SPRAY #RAC046	113.92
			KLEENEX TISSUE #KCC03076	53.38
			KLEENEX BATH TISSUE #KCC1	152.46
			NAVIGATOR LASER PRINT COP	112.88
			FORMULA 409 CLEANER CLO35	13.69
			J. ANGLE BROOM GJO09570	8.99
			CLOROX BLEACH CLO30966CT	24.54
			DAWN DSH LIQUID PGC45112	14.38
			CASCADE DTRGNT PGC80675C	50.20
			GENUINE JOE CLNR GJO0211	11.72
			CLOROX BLEACH CLO30966CT	24.54
			DISPOSABLE LATEX GLOVES #	70.07

# HARRIS COUNTY DEPARTMENT OF EDUCATION

## Check Register

Fiscal Year: 20

Period: 2

**Fund: 2059 - HEAD START**

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
V148092	10/03/2019	86933	HARDIES FRUIT & VEGETABLE CO	2,375.49
			STUDENT FOOD - OPEN PURCH	51.27
			STUDENT FOOD - OPEN PURCH	55.94
			STUDENT FOOD - OPEN PURCH	72.99
			STUDENT FOOD - OPEN PURCH	48.82
			STUDENT FOOD - OPEN PURCH	74.97
			STUDENT FOOD - OPEN PURCH	143.33
			STUDENT FOOD - OPEN PURCH	81.75
			STUDENT FOOD - OPEN PURCH	132.53
			STUDENT FOOD - OPEN PURCH	101.67
			STUDENT FOOD - OPEN PURCH	116.98
			STUDENT FOOD - OPEN PURCH	57.49
			STUDENT FOOD - OPEN PURCH	97.23
			STUDENT FOOD - OPEN PURCH	166.31
			STUDENT FOOD - OPEN PURCH	52.81
			STUDENT FOOD - OPEN PURCH	104.20
			STUDENT FOOD - OPEN PURCH	40.49
			STUDENT FOOD - OPEN PURCH	75.92
			STUDENT FOOD - OPEN PURCH	126.34
			STUDENT FOOD - OPEN PURCH	48.09
			STUDENT FOOD - OPEN PURCH	94.65
			STUDENT FOOD - OPEN PURCH	205.27
			MONTHLY CAFE. FOOD FOR ST	100.36
			MONTHLY CAFE. FOOD FOR ST	137.15
			MONTHLY CAFE. FOOD FOR ST	188.93
V148095	10/03/2019	52846	JULIE ANNE SMITH	2,012.50
			CONSULTANT WILL PROVIDE S	840.00
			CONSULTANT WILL PROVIDE S	1,172.50



# HARRIS COUNTY DEPARTMENT OF EDUCATION

## Check Register

Fiscal Year: 20

Period: 2

### Fund: 2059 - HEAD START

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
V148098	10/03/2019	86944	LABATT INSTITUTIONAL SUPPLY COMPANY	20,629.60
			STUDENT FOOD - OPEN PURCH	75.04
			STUDENT FOOD - OPEN PURCH	567.22
			STUDENT FOOD - OPEN PURCH	1,304.91
			STUDENT FOOD - OPEN PURCH	1,336.81
			STUDENT FOOD - OPEN PURCH	765.24
			STUDENT FOOD - OPEN PURCH	899.12
			STUDENT FOOD - OPEN PURCH	1,166.24
			STUDENT FOOD - OPEN PURCH	1,175.03
			STUDENT FOOD - OPEN PURCH	1,300.40
			STUDENT FOOD - OPEN PURCH	1,100.53
			STUDENT FOOD - OPEN PURCH	28.05
			STUDENT FOOD - OPEN PURCH	1,097.15
			STUDENT FOOD - OPEN PURCH	1,105.47
			STUDENT FOOD - OPEN PURCH	1,286.47
			STUDENT FOOD - PURCHASE O	927.64
			STUDENT FOOD - OPEN PURCH	480.62
			STUDENT FOOD - OPEN PURCH	916.79
			STUDENT FOOD - OPEN PURCH	21.39
			STUDENT FOOD - OPEN PURCH	581.30
			STUDENT FOOD - OPEN PURCH	783.24
			MONTHLY CAFÉ. FOOD FOR ST	24.01
			MONTHLY CAFÉ. FOOD FOR ST	379.48
			MONTHLY CAFÉ. FOOD FOR ST	1,250.87
			MONTHLY CAFÉ. FOOD FOR ST	1,479.20
			SPOON BLK MED WHT PLYPLEN	7.90
			FORK BLK MED WHT PLYPLENE	7.90
			BOWL 6 OZ FOAM	35.20
			PLATE 9" NON-LMNTD WHT	29.70
			PLATE 6" NON-LMNTD WHT	46.42
			CUP 6OZ FOAM	54.24
			PLATE 6" NON-LMNTED WHT	69.63
			PLATE 9" NON-LMNTED WHT	133.65
			SPOON BLK MED WHT PLYPLEN	23.70
			FORK BLK MED WHT PLYPLENE	23.70
			LINER 60G WHT 9MI 75LB	37.02
			GLOVES L PODWERLESS	54.16
			GLOVES MED PDWRLESS DISPS	54.16
V148100	10/03/2019	47923	QSS, L.C	13.85
			MONITORING HS BAYTOWN	
V148142	10/08/2019	16155	MILK PRODUCTS LLC	962.96
			STUDENT FOOD - OPEN PURCH	54.18
			STUDENT FOOD - OPEN PURCH	54.18
			STUDENT FOOD - OPEN PURCH	94.82
			STUDENT FOOD - OPEN PURCH	81.27
			STUDENT FOOD - OPEN PURCH	81.27
			STUDENT FOOD - OPEN PURCH	94.82
			STUDENT FOOD - OPEN PURCH	96.07
			STUDENT FOOD - OPEN PURCH	162.54
			STUDENT FOOD - OPEN PURCH	243.81

# HARRIS COUNTY DEPARTMENT OF EDUCATION

## Check Register

Fiscal Year: 20

Period: 2

**Fund: 2059 - HEAD START**

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
V148157	10/08/2019	86933	HARDIES FRUIT & VEGETABLE CO	719.38
			STUDENT FOOD - OPEN PURCH	49.85
			STUDENT FOOD - OPEN PURCH	100.00
			STUDENT FOOD - OPEN PURCH	129.39
			STUDENT FOOD - OPEN PURCH	53.38
			STUDENT FOOD - OPEN PURCH	50.54
			STUDENT FOOD - OPEN PURCH	119.45
			STUDENT FOOD - OPEN PURCH	137.27
			STUDENT FOOD - OPEN PURCH	79.50
V148163	10/08/2019	86944	LABATT INSTITUTIONAL SUPPLY COMPANY	4,491.39
			STUDENT FOOD - OPEN PURCH	1,076.12
			STUDENT FOOD - OPEN PURCH	313.42
			STUDENT FOOD - OPEN PURCH	1,020.99
			STUDENT FOOD - OPEN PURCH	1,263.39
			STUDENT FOOD - OPEN PURCH	557.75
			NAPKIN BEV WHT 1-PLY	21.10
			PLATE 9" NON-LMNTD WHT	59.40
			PLATE 6" NON-LMNTD WHT	23.21
			BOWL 6OZ FOAM	70.40
			FORK BLK MED WHT PLYPLENE	7.90
			SPOON BLK MED WHT PLYPLEN	31.60
			POT HOLDR SILLCON SLVR 7"	26.23
			CUP 4OZ FOAM	19.88
V148243	10/15/2019	16155	MILK PRODUCTS LLC	3,228.97
			STUDENT FOOD - OPEN PURCH	54.18
			STUDENT FOOD - OPEN PURCH	71.48
			STUDENT FOOD - OPEN PURCH	81.27
			STUDENT FOOD - OPEN PURCH	96.07
			STUDENT FOOD - OPEN PURCH	108.36
			STUDENT FOOD - OPEN PURCH	157.25
			STUDENT FOOD - OPEN PURCH	171.54
			STUDENT FOOD - OPEN PURCH	67.73
			STUDENT FOOD - OPEN PURCH	67.73
			STUDENT FOOD - OPEN PURCH	68.98
			STUDENT FOOD - OPEN PURCH	123.16
			STUDENT FOOD - OPEN PURCH	81.27
			STUDENT FOOD - OPEN PURCH	203.18
			STUDENT FOOD - OPEN PURCH	273.41
			STUDENT FOOD - OPEN PURCH	162.54
			STUDENT FOOD - OPEN PURCH	192.14
			STUDENT FOOD - OPEN PURCH	203.18
			STUDENT FOOD - OPEN PURCH	203.18
			STUDENT FOOD - OPEN PURCH	203.18
			STUDENT FOOD - OPEN PURCH	203.18
			STUDENT FOOD - OPEN PURCH	203.18
			STUDENT FOOD - OPEN PURCH	232.78
V148248	10/15/2019	86597	RAMONA PHAE BURTON	195.46
			SEPTEMBER MILEAGE	

# HARRIS COUNTY DEPARTMENT OF EDUCATION

## Check Register

Fiscal Year: 20

Period: 2

### Fund: 2059 - HEAD START

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
V148267	10/15/2019	86933	HARDIES FRUIT & VEGETABLE CO	497.71
			STUDENT FOOD - OPEN PURCH	89.10
			STUDENT FOOD - OPEN PURCH	77.39
			STUDENT FOOD - OPEN PURCH	88.83
			STUDENT FOOD - OPEN PURCH	53.14
			STUDENT FOOD - OPEN PURCH	114.11
			STUDENT FOOD - OPEN PURCH	75.14
V148275	10/15/2019	52846	JULIE ANNE SMITH	3,377.50
			CONSULTANT WILL PROVIDE S	1,662.50
			CONSULTANT WILL PROVIDE S	1,715.00
V148284	10/15/2019	86944	LABATT INSTITUTIONAL SUPPLY COMPANY	8,378.88
			STUDENT FOOD - OPEN PURCH	532.13
			STUDENT FOOD - OPEN PURCH	1,462.93
			STUDENT FOOD - OPEN PURCH	1,229.73
			STUDENT FOOD - OPEN PURCH	704.93
			STUDENT FOOD - OPEN PURCH	747.32
			STUDENT FOOD - OPEN PURCH	780.12
			STUDENT FOOD - PURCHASE O	390.77
			STUDENT FOOD - PURCHASE O	517.34
			STUDENT FOOD - PURCHASE O	1,574.35
			SOUP BROTH CHCKN BROTH	34.05
			SOUP CREAM OF MUSHROOM	47.62
			BROWN RICE W.GRAIN	30.15
			CHKN BREAST BNLESS & SKNL	119.80
			BROCCOLI FLORETS	20.60
			TURKEY GROUND 85/15	85.80
			TOMATOES CRUSHED IN WATER	27.48
			DRESSING ITALIAN GOLDEN	11.15
			DRESSING BUTTERMILK RANCH	13.09
			PASTA PENNE W/GRAIN	24.35
			SHRDD/CHEESE PARMESAN IMP	25.17
V148293	10/15/2019	39746	SHARON KATRINA MCBRIDE	16.60
			REIMBURSEMENT	
V148314	10/15/2019	84620	BERTHA L ST JOHN	1,035.00
			DISABILITIES SERVICES CON	
V148327	10/15/2019	64845	ZIEBEN FOUNDATION PROPERTIES	5,384.45
			MONTHLY RENTAL FEE OCTOBE	

# HARRIS COUNTY DEPARTMENT OF EDUCATION

## Check Register

Fiscal Year: 20

Period: 2

### Fund: 2059 - HEAD START

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
V148381	10/22/2019	16155	MILK PRODUCTS LLC	2,761.73
			STUDENT FOOD - OPEN PURCH	108.36
			STUDENT FOOD - OPEN PURCH	121.91
			MONTHLY CAFE. FOOD FOR ST	120.55
			MONTHLY CAFE. FOOD FOR ST	183.06
			MONTHLY CAFE. FOOD FOR ST	202.33
			MONTHLY CAFE. FOOD FOR ST	205.05
			MONTHLY CAFE. FOOD FOR ST	264.53
			STUDENT FOOD - OPEN PURCH	94.82
			STUDENT FOOD - OPEN PURCH	54.18
			STUDENT FOOD - OPEN PURCH	68.98
			STUDENT FOOD - OPEN PURCH	140.47
			STUDENT FOOD - OPEN PURCH	231.52
			STUDENT FOOD - OPEN PURCH	121.91
			STUDENT FOOD - OPEN PURCH	162.54
			STUDENT FOOD - OPEN PURCH	177.34
			STUDENT FOOD - OPEN PURCH	54.18
			STUDENT FOOD - OPEN PURCH	81.27
			STUDENT FOOD - OPEN PURCH	67.73
			STUDENT FOOD - OPEN PURCH	81.27
			STUDENT FOOD - OPEN PURCH	57.18
			STUDENT FOOD - OPEN PURCH	67.73
			STUDENT FOOD - OPEN PURCH	94.82
V148405	10/22/2019	86933	HARDIES FRUIT & VEGETABLE CO	905.14
			STUDENT FOOD - OPEN P	53.36
			STUDENT FOOD - OPEN PURCH	80.32
			STUDENT FOOD - OPEN PURCH	105.10
			STUDENT FOOD - OPEN PURCH	107.16
			STUDENT FOOD - OPEN PURCH	94.85
			STUDENT FOOD - OPEN PURCH	92.64
			MONTHLY CAFE. FOOD FOR ST	69.73
			MONTHLY CAFE. FOOD FOR ST	94.43
			MONTHLY CAFE. FOOD FOR ST	207.55
V148408	10/22/2019	52846	JULIE ANNE SMITH	1,750.00
			CONSULTANT WILL PROVIDE S	
V148411	10/22/2019	86944	LABATT INSTITUTIONAL SUPPLY COMPANY	10,512.27
			STUDENT FOOD - OPEN PURCH	764.05
			STUDENT FOOD - OPEN PURCH	802.59
			STUDENT FOOD - OPEN PURCH	1,131.31
			STUDENT FOOD - OPEN PURCH	453.54
			STUDENT FOOD - OPEN PURCH	422.17
			STUDENT FOOD - OPEN PURCH	1,011.08
			STUDENT FOOD - OPEN PURCH	675.81
			STUDENT FOOD - OPEN PURCH	399.73
			STUDENT FOOD - OPEN PURCH	518.85
			STUDENT FOOD - PURCHASE O	433.04
			MONTHLY CAFÉ. FOOD FOR ST	56.71
			MONTHLY CAFÉ. FOOD FOR ST	958.47
			MONTHLY CAFÉ. FOOD FOR ST	1,323.96
			MONTHLY CAFÉ. FOOD FOR ST	1,388.32
			DISH DTRGNT, DAWN	116.52
			HIGH TEMP, TEST STRIPS D.	50.50
			CHLORINE TEST STRIPS, 100	5.62



# HARRIS COUNTY DEPARTMENT OF EDUCATION

## Check Register

Fiscal Year: 20

Period: 2

### Fund: 2059 - HEAD START

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
V148508	10/29/2019	86933	HARDIES FRUIT & VEGETABLE CO	1,573.23
			MONTHLY CAFE. FOOD FOR ST	156.45
			STUDENT FOOD - OPEN PURCH	33.78
			STUDENT FOOD - OPEN PURCH	47.55
			STUDENT FOOD - OPEN PURCH	93.15
			STUDENT FOOD - OPEN PURCH	78.17
			STUDENT FOOD - OPEN PURCH	79.20
			STUDENT FOOD - OPEN PURCH	79.90
			STUDENT FOOD - OPEN PURCH	117.09
			STUDENT FOOD - OPEN PURCH	140.96
			STUDENT FOOD - OPEN PURCH	67.29
			STUDENT FOOD - OPEN PURCH	75.25
			STUDENT FOOD - OPEN PURCH	90.80
			STUDENT FOOD - OPEN PURCH	36.11
			STUDENT FOOD - OPEN PURCH	70.63
			STUDENT FOOD - OPEN PURCH	84.30
			STUDENT FOOD - OPEN PURCH	102.75
			STUDENT FOOD - OPEN PURCH	156.10
			STUDENT FOOD - OPEN PURCH	63.75
V148516	10/29/2019	52846	JULIE ANNE SMITH	1,715.00
			CONSULTANT WILL PROVIDE S	
V148518	10/29/2019	86944	LABATT INSTITUTIONAL SUPPLY COMPANY	9,732.42
			STUDENT FOOD - OPEN PURCH	199.63
			STUDENT FOOD - OPEN PURCH	224.09
			STUDENT FOOD - OPEN PURCH	426.17
			STUDENT FOOD - OPEN PURCH	322.33
			STUDENT FOOD - OPEN PURCH	361.81
			STUDENT FOOD - OPEN PURCH	778.80
			STUDENT FOOD - OPEN PURCH	1,013.90
			MONTHLY CAFÉ. FOOD FOR ST	1,540.39
			STUDENT FOOD - OPEN PURCH	609.62
			STUDENT FOOD - OPEN PURCH	1,365.39
			STUDENT FOOD - PURCHASE O	810.76
			STUDENT FOOD - OPEN PURCH	626.94
			STUDENT FOOD - OPEN PURCH	662.46
			STUDENT FOOD - OPEN PURCH	741.82
			PLATE 9" NON-LMNTD WHITE	29.70
			FORK, BULK, MED, WHT, PLY	7.90
			SPOON, BULK, MED, WHT, PL	7.90
			CHLORINE TEST STRIPS 100P	2.81
V148521	10/29/2019	86509	MARIA CONCEPCION MALDONADO	23.20
			SEPTEMBER MILEAGE	
V148526	10/29/2019	87742	LENORA A REED	245.92
			SEPTEMBER MILEAGE	
V148527	10/29/2019	48820	ODESSA TAIWAN RELIFORD	41.76
			SEPTEMBER MILEAGE	
V148528	10/29/2019	86515	MELVINA SAMUEL	35.96
			SEPTEMBER MILEAGE	

Number of checks in fund 2059 - HEAD START: 94

Amount total: **254,439.42**

### Fund: 2069 - HEAD START TRAINING

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
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Report Date:11/4/2019

Page 35 of 50

# HARRIS COUNTY DEPARTMENT OF EDUCATION

## Check Register

Fiscal Year: 20

Period: 2

### Fund: 2069 - HEAD START TRAINING

<u>check number</u>	<u>check date</u>	<u>vend_no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
148072	10/03/2019	50861	SAN JACINTO COLLEGE MOU FOR CDA CREDENTIAL CL	5,484.00
148225	10/15/2019	81131	REGION 1 EDUCATION SERVICE CENTER REGISTRATION FOR RAMONA B	100.00 50.00
			REGISTRATION FOR PAMELA L	50.00
148362	10/22/2019	50861	SAN JACINTO COLLEGE MOU FOR CDA CREDENTIAL CL	2,784.00
V148525	10/29/2019	45798	VENETIA LYNN PEACOCK 2019 FALL LEADERSHIP	337.96 98.56
			2019 FALL LEADERSHIP	239.40

Number of checks in fund 2069 - HEAD START TRAINING: 4

Amount total: **8,705.96**

### Fund: 2100 - STOP SCHOOL VIOLENCE GRNT

<u>check number</u>	<u>check date</u>	<u>vend_no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
148452	10/29/2019	88282	DENNIS LENORE CALLOWAY SEPTEMBER MILEAGE	13.46

Number of checks in fund 2100 - STOP SCHOOL VIOLENCE GRNT: 1

Amount total: **13.46**

### Fund: 2150 - EARLY HEADSTART OPERATION

<u>check number</u>	<u>check date</u>	<u>vend_no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
148071	10/03/2019	86862	PS LIGHTWAVE INC MONTHLY INTERNET USAGE -	295.04 147.52
			MONTHLY INTERNET USAGE -	147.52
148107	10/08/2019	14892	CITY OF BAYTOWN WATER READ 6	267.12
148110	10/08/2019	85300	CHILDCARE CAREERS LLC CONTRACTED SERVICES AGREE	5,044.81 1,785.41
			CONTRACTED SERVICES AGREE	3,259.40
148134	10/08/2019	61927	VERIZON WIRELESS WIRELESS 082319092219	120.24
148135	10/08/2019	62751	WASTE MANAGEMENT MONTHLY WASTE OCT19	567.04
148200	10/15/2019	85300	CHILDCARE CAREERS LLC CONTRACTED SERVICES AGREE	1,464.52
148208	10/15/2019	88341	SHWETA RAJAN GADHIA SEPTEMBER MILEAGE	15.78
148217	10/15/2019	83870	KQC INVESTORS, LLC KQC MONTHLY LEASE AGREEME	9,415.00
148334	10/22/2019	18491	CENTERPOINT ENERGY GAS 090319100119	35.40
148360	10/22/2019	83499	ELDA MARIA RUEDA NEWSLETTER	24.40
148365	10/22/2019	88315	ENERGY FUTURE HOLDINGS CORP ELECTRIC 080119082819	817.03
148373	10/22/2019	87916	ZENITH PREMIER INC CONTRACTED SERVICES AGREE	444.00 148.00
			CONTRACTED SERVICES AGREE	296.00
148455	10/29/2019	85300	CHILDCARE CAREERS LLC CONTRACTED SERVICES AGREE	4,048.09 1,998.31
			CONTRACTED SERVICES AGREE	2,049.78
148456	10/29/2019	88340	CONNIE R COOK SEPTEMBER MILEAGE	53.94

Report Date:11/4/2019

Page 36 of 50

# HARRIS COUNTY DEPARTMENT OF EDUCATION

## Check Register

Fiscal Year: 20

Period: 2

### Fund: 2150 - EARLY HEADSTART OPERATION

<u>check number</u>	<u>check date</u>	<u>vend_no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
V148084	10/03/2019	16155	MILK PRODUCTS LLC	82.91
			STUDENT FOOD- OPEN PURCHA	13.27
			STUDENT FOOD- OPEN PURCHA	19.37
			STUDENT FOOD- OPEN PURCHA	22.79
			STUDENT FOOD- OPEN PURCHA	27.48
V148092	10/03/2019	86933	HARDIES FRUIT & VEGETABLE CO	52.69
			STUDENT FOOD- OPEN PURCHA	12.40
			STUDENT FOOD- OPEN PURCHA	16.95
			STUDENT FOOD- OPEN PURCHA	23.34
V148098	10/03/2019	86944	LABATT INSTITUTIONAL SUPPLY COMPANY	387.29
			STUDENT FOOD - OPEN PURCH	2.97
			STUDENT FOOD - OPEN PURCH	46.90
			STUDENT FOOD - OPEN PURCH	154.60
			STUDENT FOOD - OPEN PURCH	182.82
V148100	10/03/2019	47923	QSS, L.C	11.10
			MONTHLY SECURITY MONITORI	
V148160	10/08/2019	86996	JOHN G JONES LEARNING CENTER	2,132.00
			TO PROVIDE CHILD CARE SER	394.00
			TO PROVIDE CHILD CARE SER	753.00
			TO PROVIDE CHILD CARE SER	985.00
V148250	10/15/2019	87181	FELLOWSHIP OF PURPOSE EARLY CHILDHO	5,710.00
			TO PROVIDE CHILD CARE SER	1,810.00
			TO PROVIDE CHILD CARE SER	1,950.00
			TO PROVIDE CHILD CARE SER	1,950.00
V148272	10/15/2019	86996	JOHN G JONES LEARNING CENTER	985.00
			TO PROVIDE CHILD CARE SER	
V148282	10/15/2019	87246	DESKOT LLC	12,775.00
			TO PROVIDE CHILD CARE SER	2,604.00
			TO PROVIDE CHILD CARE SER	2,936.00
			TO PROVIDE CHILD CARE SER	3,565.00
			TO PROVIDE CHILD CARE SER	3,670.00
V148287	10/15/2019	87247	LETS LEARN CHRISTIAN LEARNING CTR	2,025.00
			TO PROVIDE CHILD CARE SER	900.00
			TO PROVIDE CHILD CARE SER	1,125.00
V148381	10/22/2019	16155	MILK PRODUCTS LLC	120.58
			STUDENT FOOD- OPEN PURCHA	14.90
			STUDENT FOOD- OPEN PURCHA	22.63
			STUDENT FOOD- OPEN PURCHA	25.01
			STUDENT FOOD- OPEN PURCHA	25.34
			STUDENT FOOD- OPEN PURCHA	32.70
V148386	10/22/2019	87181	FELLOWSHIP OF PURPOSE EARLY CHILDHO	6,446.00
			CHILD CARE SERVICES	1,037.00
			TO PROVIDE CHILD CARE SER	1,862.00
			TO PROVIDE CHILD CARE SER	1,987.00
			TO PROVIDE CHILD CARE SER	1,560.00
V148405	10/22/2019	86933	HARDIES FRUIT & VEGETABLE CO	45.94
			STUDENT FOOD- OPEN PURCHA	8.62
			STUDENT FOOD- OPEN PURCHA	11.67
			STUDENT FOOD- OPEN PURCHA	25.65
V148406	10/22/2019	86996	JOHN G JONES LEARNING CENTER	985.00
			TO PROVIDE CHILD CARE SER	
V148409	10/22/2019	87246	DESKOT LLC	3,618.00
			TO PROVIDE CHILD CARE SER	



# HARRIS COUNTY DEPARTMENT OF EDUCATION

## Check Register

Fiscal Year: 20

Period: 2

### Fund: 2150 - EARLY HEADSTART OPERATION

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
V148411	10/22/2019	86944	LABATT INSTITUTIONAL SUPPLY COMPANY	460.69
			STUDENT FOOD - OPEN PURCH	7.00
			STUDENT FOOD - OPEN PURCH	118.46
			STUDENT FOOD - OPEN PURCH	163.64
			STUDENT FOOD - OPEN PURCH	171.59
V148412	10/22/2019	87247	LETS LEARN CHRISTIAN LEARNING CTR	3,282.00
			TO PROVIDE CHILD CARE SER	1,131.00
			TO PROVIDE CHILD CARE SER	936.00
			TO PROVIDE CHILD CARE SER	1,215.00
V148498	10/29/2019	16155	MILK PRODUCTS LLC	28.60
			STUDENT FOOD- OPEN PURCHA	
V148501	10/29/2019	87181	FELLOWSHIP OF PURPOSE EARLY CHILDHO	1,993.00
			TO PROVIDE CHILD CARE SER	
V148508	10/29/2019	86933	HARDIES FRUIT & VEGETABLE CO	19.34
			STUDENT FOOD- OPEN PURCHA	
V148515	10/29/2019	86996	JOHN G JONES LEARNING CENTER	2,055.00
			TO PROVIDE CHILD CARE SER	985.00
			TO PROVIDE CHILD CARE SER	1,070.00
V148517	10/29/2019	87246	DESKOT LLC	7,309.00
			TO PROVIDE CHILD CARE SER	3,630.00
			TO PROVIDE CHILD CARE SER	3,679.00
V148518	10/29/2019	86944	LABATT INSTITUTIONAL SUPPLY COMPANY	190.38
			STUDENT FOOD - OPEN PURCH	
V148519	10/29/2019	88116	IVETT LEMUS LOYA	163.56
			SEPTEMBER MILEAGE	
V148520	10/29/2019	87247	LETS LEARN CHRISTIAN LEARNING CTR	991.00
			TO PROVIDE CHILD CARE SER	

Number of checks in fund 2150 - EARLY HEADSTART OPERATION: 38

Amount total:

**74,481.49**

### Fund: 2159 - EARLY HEADSTART OPERATION

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
147988 void	09/27/2019	83955	OFFICE IMAGES, INC	-343.69
			EHS SUPPLIES	
148035	10/03/2019	10248	ACE MART RESTAURANT SUPPLY CO	57.25
			SHELF DIVIDER NO. DD24C	8.36
			ANTI-FATIGUE FLOOR NO. MA	11.66
			GRILL SCRAPER NO.90018	1.25
			PLASTIC FOOD PAN NO.30862	10.24
			FOOD PAN DRAIN TRAY NO.30	1.06
			KNIFE BLOCK RACK NO. KR-6	4.96
			SCOOP HOLDER NO. SI2000	3.40
			SHELF WALL MOUNTS NO. WMB	16.32

# HARRIS COUNTY DEPARTMENT OF EDUCATION

## Check Register

Fiscal Year: 20

Period: 2

### Fund: 2159 - EARLY HEADSTART OPERATION

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
148042	10/03/2019	14641	BARNES & NOBLE.COM	6,412.30
			BOOK (BABY BABBLE) #97807	154.80
			BOOK #9781416902898	259.50
			BOOK #9780761168812	154.80
			BOOK #9780761181828	154.80
			BOOK #9781465454713	155.60
			BOOK #9781419727573	291.00
			BOOK #9780312509262	422.00
			BOOK #9780756643003	155.60
			BOOK # 9781484778241	233.60
			BOOK #9780316573955	422.00
			BOOK #9780811848473	227.00
			BOOK #9781419723834	206.80
			BOOK #9780679893448	259.50
			BOOK # 9780307120007	259.60
			BOOK # 9780312527594	422.00
			BOOK # 9780545030380	337.60
			BODK #9780761168805	83.20
			BOOK #9780761168812	83.20
			BOOK# 9780761181828	83.20
			BOOK# 9781465454713	83.80
			BOOK# 9781419727573	187.80
			BOOK# 9780312509262	272.70
			BOOK# 9780756643003	83.80
			BOOK# 9781484778241	125.80
			BOOK# 9780316573955	272.70
			BOOK# 9780811848473	146.70
			BOOK# 9781419723834	111.20
			BOOK# 9780679893448	167.70
			BOOK# 9780307120007	139.80
			BOOK# 9780312527594	272.70
			BOOK# 9780545030380	181.80
148046	10/03/2019	88249	CME PRINTING INC	296.64
			POSTER ON FOAM BOARD SIZE	
148049	10/03/2019	87561	CORPORATE INCENTIVES, INC.	15.61
			A703 EASY CARE APRON BLK	13.25
			SET UP CI SET UP CHARGE	1.00
			SH SHIPPING AND HANDLING	1.36
148053	10/03/2019	85763	HOUGHTON MIFFLIN HARCOURT	2,678.20
			BATTELLE #1686222	1,243.45
			BATTELLE # 1686222	1,434.75

# HARRIS COUNTY DEPARTMENT OF EDUCATION

## Check Register

Fiscal Year: 20

Period: 2

### Fund: 2159 - EARLY HEADSTART OPERATION

<u>check number</u>	<u>check date</u>	<u>vend_no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
148060	10/03/2019	36910	LAKESHORE LEARNING MATERIALS	1,032.30
			MANILA PAPER	17.98
			BROAD MARKERS	46.99
			MINI STAMPER	15.96
			YELLOW PAPER ROLL	89.99
			BLUE PAPER ROLL	89.99
			SOFT BLOCKS	119.96
			PEG PUZZLE	159.96
			GLUE STICKS	19.96
			BUBBLES	69.90
			GREEN PAPER ROLL	179.98
			RED PAPER ROLL	179.98
			COLOR POSTERBOARD	8.66
			WATERCOLOR SET	32.99
148074	10/03/2019	51528	SCHOOL HEALTH CORPORATION	295.78
			FINGER TOOTHBRUSH # 47102	169.65
			CHILD TOOTHBRUSH LITTLE G	106.89
			NEBULIZER FILTERS #61695	19.24
148115	10/08/2019	82491	DURA PIER FACILITIES SERVICES LTD	7,291.26
			EHS BAYTOWN LABOR FOR CAB	
148122	10/08/2019	35683	KAPLAN EARLY LEARNING COMPANY	4,257.80
			CLOTH BOOK #37-32598 PG.1	431.20
			CLOTH BOOK #NC-84836 (SET	646.60
			CLOTH BOOK #NC-85148	596.00
			CLOTH BOOK # NC-11597	662.40
			BOARD BOOK # NC-92763	198.80
			BOARD BOOK # 92758	198.80
			HAND PUPPET BOOK # 89-878	861.60
			CLOTH BOOK # NC-85147	662.40
148195	10/15/2019	14820	BAUDVILLE	433.23
			PEEL AND STICK RECOGNITIO	6.56
			PEEL AND STICK, RECOGNITI	7.54
			PEEL AND STICK, RECOGNITI	13.39
			RECOGNITION RECEIPTS	51.16
			CERTIFICATE PAPER	29.89
			CERTIFICATE FOLDER	99.50
			FOILED STAMP FOLDER	134.50
			FOILED CERTIFICATE PAPER	33.95
			CERTIFICATE PAPER	33.95
			SHIPPING AND HANDLING	22.79
148201	10/15/2019	88249	CME PRINTING INC	1,186.56
			POSTERS 24-ENGLISH, 24-SP	
148207	10/15/2019	85224	FROG STREET PRESS INC	8,225.51
			FSPK0004230	1,399.00
			FSPK0004248	750.00
			FSPK0004249	3,749.75
			FSPK0004251	1,875.00
			ESTIMATED SHIPPING/HANDLI	451.76
148213	10/15/2019	35131	JAMES LEWIS CUNNINGHAM	100.00
			CONTRACTED SERVICES AGREE	

# HARRIS COUNTY DEPARTMENT OF EDUCATION

## Check Register

Fiscal Year: 20

Period: 2

### Fund: 2159 - EARLY HEADSTART OPERATION

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
148216	10/15/2019	35683	KAPLAN EARLY LEARNING COMPANY	7,323.60
			CLOTH BOOK # 37-32598 PG.	862.40
			CLOTH BOOK #NC-84836	1,293.20
			CLOTH BOOK # NC-11597	1,324.80
			BOARD BOOK # NC-92763	397.60
			BOARD BOOK # NC-92758	397.60
			HAND PUPPET BOOK # 89-878	1,723.20
			CLOTH BOOK # NC-85147	1,324.80
148226	10/15/2019	51528	SCHOOL HEALTH CORPORATION	187.92
			TOOTHGEL BUBBLEGUM .85 OZ	
148229	10/15/2019	88315	ENERGY FUTURE HOLDINGS CORP	889.34
			ELECTRIC 070219073119	
148453	10/29/2019	18165	CDW GOVERNMENT INC	1,531.29
			LG 32" 2560X1080 FREE SYN	283.48
			TRIPP LITE DISPLAY TV WAL	42.02
			LENOVO THINKCENTRE M910G	825.04
			LENOVO TINY VESA MOUNT II	21.50
			KENSINGTON PROFIT LOW PRO	33.75
			LG 32" 2560X1080 16:9 FRE	283.48
			TRIPP LITE DISPLAY TV WAL	42.02
148469	10/29/2019	35683	KAPLAN EARLY LEARNING COMPANY	1,192.00
			CLOTH BOOK # NC-85148	
V148272	10/15/2019	86996	JOHN G JONES LEARNING CENTER	2,159.00
			CHILD CARE SERVICES	380.00
			CHILD CARE SERVICES	654.00
			CHILD CARE SERVICES	1,125.00

Number of checks in fund 2159 - EARLY HEADSTART OPERATION: 20

Amount total: **45,221.90**

### Fund: 2160 - EARLY HEADSTART T&TA

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
148072	10/03/2019	50861	SAN JACINTO COLLEGE	2,016.00
			CDA TUITION FOR EARLY HEA	
V148248	10/15/2019	86597	RAMONA PHAE BURTON	330.02
			INFANT/TODDLER C.L.A	81.52
			INFANT/TODDLER C.L.A	248.50
V148525	10/29/2019	45798	VENETIA LYNN PEACOCK	37.55
			2019 FALL LEADERSHIP	10.95
			2019 FALL LEADERSHIP	26.60

Number of checks in fund 2160 - EARLY HEADSTART T&TA: 3

Amount total: **2,383.57**

### Fund: 2169 - EARLY HEADSTART T&TA

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
148207	10/15/2019	85224	FROG STREET PRESS INC	2,908.72
			ESTIMATED SHIPPING/HANDLI	158.72
			FSPL8008	2,750.00
148225	10/15/2019	81131	REGION 1 EDUCATION SERVICE CENTER	150.00
			REGISTRATION FOR LENORA R	50.00
			REGISTRATION FOR YADIRA D	50.00
			REGISTRATION FOR JAMESE S	50.00

Number of checks in fund 2169 - EARLY HEADSTART T&TA: 2

Amount total: **3,058.72**

### Fund: 2219 - DIST. LEARNING CAP. BUILD

Report Date:11/4/2019

Page 41 of 50

# HARRIS COUNTY DEPARTMENT OF EDUCATION

## Check Register

Fiscal Year: 20

Period: 2

### Fund: 2219 - DIST. LEARNING CAP. BUILD

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
V148433	10/22/2019	88265	LUCERO A SOSA ROSALES SEPTEMBER MILEAGE	37.87

Number of checks in fund 2219 - DIST. LEARNING CAP. BUILD: 1

Amount total: **37.87**

### Fund: 2300 - FEDERAL ADULT ED REGULAR

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
148041	10/03/2019	13871	AT&T CORP	336.57
			SEPT 19 PHONE CHARG	
148052	10/03/2019	87470	FRONTIER SOUTHWEST INCORPORATED	79.49
			SEPT 19 PHONE CHARG	
148071	10/03/2019	86862	PS LIGHTWAVE INC	574.87
			SEPT 19 THERNET CHARG	346.82
			SEPT 19 THERNET CHARG	228.05
148076	10/03/2019	88074	ST. LUKE'S UNITED METHODIST CHURCH	700.00
			SEPT 19 CHARGES	
148203	10/15/2019	88218	DEANS STAFFING SOLUTIONS INC	12,650.00
			BUSINESS CLASSES FOR STUD	
148224	10/15/2019	86862	PS LIGHTWAVE INC	821.25
			OCT 19 ETHERNET CHARG	325.79
			OCT 19 ETHERNET CHARG	495.46
148227	10/15/2019	88074	ST. LUKE'S UNITED METHODIST CHURCH	700.00
			OCT 19 LEASE FEE	
148329	10/22/2019	13871	AT&T CORP	337.41
			PHONE 100119-103119	
148342	10/22/2019	87470	FRONTIER SOUTHWEST INCORPORATED	81.97
			PHONE100119-103119	
148349	10/22/2019	37570	LEE COLLEGE	1,200.00
			JULY 0119-JUN302020	
148361	10/22/2019	88347	GERALDINE A SAMANO	27.09
			SEPTEMBER MILEAGE	
148369	10/22/2019	61927	VERIZON WIRELESS	1,200.68
			VERIZON 090819-100719	-200.00
			VERIZON 090819-100719	1,400.68
148372	10/22/2019	87489	DAHILL OFFICE TECHNOLOGY CORP	622.28
			SEPT 19 LEASE FEE	466.71
			SEPT 19 LEASE FEE	155.57
148481	10/29/2019	88347	GERALDINE A SAMANO	10.32
			OCTOBER MILEAGE	
V148085	10/03/2019	17320	BUTLER BUSINESS PRODUCTS	99.66
			PORTFOLIO, 2PKT, LTR, YEL	
V148379	10/22/2019	87299	BRIGETT T BENTLEY	117.25
			SEPTEMBER MILEAGE	
V148399	10/22/2019	87517	BIANCA YADHIRA GARCIA	87.81
			SEPTEMBER MILEAGE	
V148407	10/22/2019	84006	DENISE JOHNSON	357.05
			SEPTEMBER MILEAGE	32.60
			OCTOBER MILEAGE	82.82
			SEPTEMBER MILEAGE	241.63
V148413	10/22/2019	85203	CLAUDIA MAGALLAN	143.78
			SEPTEMBER MILEAGE	
V148418	10/22/2019	80579	GUILLERMO MEDINA JR	326.42
			SEPTEMBER MILEAGE	

# HARRIS COUNTY DEPARTMENT OF EDUCATION

## Check Register

Fiscal Year: 20

Period: 2

### Fund: 2300 - FEDERAL ADULT ED REGULAR

<u>check number</u>	<u>check date</u>	<u>vend_no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
V148420	10/22/2019	41818	RUSSELL G MUELLER SEPTEMBER MILEAGE	11.83
V148425	10/22/2019	86219	MARIA BLANCA GUERRERO SEPTEMBER MILEAGE	128.01
V148428	10/22/2019	87978	STEPHANIE MICHELLE ROSS SEPTEMBER MILEAGE	209.38
V148430	10/22/2019	80027	VIRGINIA M SANCHEZ SEPTEMBER MILEAGE	26.22
V148495	10/29/2019	87284	BELINDA JANE ACOSTA SEPTEMBER MILEAGE	83.29

Number of checks in fund 2300 - FEDERAL ADULT ED REGULAR: **25** Amount total: **20,932.63**

### Fund: 2340 - FED-ADULT ED-EL/CIVICS

<u>check number</u>	<u>check date</u>	<u>vend_no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
148071	10/03/2019	86862	PS LIGHTWAVE INC SEPT 19 THERNET CHARG	246.38 148.64
148205	10/15/2019	88288	IEC US HOLDINGS INC CLASS WK1019-092719	97.74 6,300.00

Number of checks in fund 2340 - FED-ADULT ED-EL/CIVICS: **2** Amount total: **6,546.38**

### Fund: 2670 - FED 21ST CENTURY CYC 9

<u>check number</u>	<u>check date</u>	<u>vend_no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
148104	10/08/2019	85433	GBJ INC INVOICE#16972	404.60

Number of checks in fund 2670 - FED 21ST CENTURY CYC 9: **1** Amount total: **404.60**

### Fund: 2680 - FED 21ST CENTURY CYCLE 10

<u>check number</u>	<u>check date</u>	<u>vend_no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
148104	10/08/2019	85433	GBJ INC INVOICE#16972	785.40
V148385	10/22/2019	88083	JASMINE IVAH CASTLEBERRY TEXAS ACE PROJECT DIR TEXAS ACE PROJECT DIR	297.34 81.00 216.34

Number of checks in fund 2680 - FED 21ST CENTURY CYCLE 10: **2** Amount total: **1,082.74**

### Fund: 2889 - FED-AFTER SCHOOL PTNRSHIP

<u>check number</u>	<u>check date</u>	<u>vend_no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
148037	10/03/2019	84484	ALIEF INDEPENDENT SCHOOL DISTRICT LIESTMAN MAY19 LIESTMAN JUN19 LIESTMAN JUL19 LIESTMAN AUG19	23,846.91 2,166.01 2,896.96 5,103.62 13,680.32

# HARRIS COUNTY DEPARTMENT OF EDUCATION

## Check Register

Fiscal Year: 20

Period: 2

### Fund: 2889 - FED-AFTER SCHOOL PTNRSHIP

<u>check number</u>	<u>check date</u>	<u>vend_no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
148480	10/29/2019	50480	S & S WORLDWIDE INC	3,783.80
			S&S WORLDWIDE LONG FOLDIN	446.50
			STERILITE JUMBO 40 GALLON	563.90
			RUBBERMAID RECTANGULAR DI	99.90
			4OZ YELLOW GOLD MEDALS PR	298.92
			BLACK PROFESSIONAL DYNAMI	20.67
			S&S WORLDWIDE PAINT A DOT	159.75
			S&S WORLDWIDE METAL WATER	469.90
			S&S WORLDWIDE TEACH N TRA	82.70
			S&S WORLDWIDE PARACHUTE I	165.44
			GAMES PEOPLE PLAY MICRO P	255.98
			QFX BLUETOOTH PORTABLE SP	413.62
			S&S WORLDWIDE MEGA NOVELT	177.66
			S&S WORLDWIDE PICKLE PONG	352.50
			S&S WORLDWIDE COLASSAL PL	276.36

Number of checks in fund 2889 - FED-AFTER SCHOOL PTNRSHIP: 2

Amount total: **27,630.71**

### Fund: 4799 - LOC HEAD START IN-KIND

<u>check number</u>	<u>check date</u>	<u>vend_no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
148035	10/03/2019	10248	ACE MART RESTAURANT SUPPLY CO	76.70
			PLASTIC BOWL MODEL NO. DN	47.18
			ICE/POM TONGS MODEL NO. 4	17.52
			ESTIMATED SHIPPING/HANDLI	12.00

Number of checks in fund 4799 - LOC HEAD START IN-KIND: 1

Amount total: **76.70**

### Fund: 4960 - LOC-HOGG FOUNDATION-YR 2

<u>check number</u>	<u>check date</u>	<u>vend_no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
148034	10/03/2019	88365	AARON H FINK MD PA	500.00
			ADHD PRESENTATION FOR CON	
148036	10/03/2019	88358	DAWN K BROWN MD	1,000.00
			SPEAKING EVENT TWO 60 MIN	
148061	10/03/2019	88009	LIVING WELL PROFESSIONAL COUNSELING	500.00
			HEALTHY MINDS HEALTHY FAM	
148063	10/03/2019	88357	PANACEA VENTURES LLC	480.00
			CHAIR MASSAGE FOR MENTAL	
148067	10/03/2019	88369	PHYLIS M BENNER	300.00
			HEALTHY MINDS CONFERENCE	
148069	10/03/2019	88059	RICHELLE WHITTAKER	500.00
			SPEAKER FEE HCDE CONFEREN	
V148434	10/22/2019	84863	COLOR ONE SYSTEMS	685.00
			HEALTHY MINDS CONFERENCE	

Number of checks in fund 4960 - LOC-HOGG FOUNDATION-YR 2: 7

Amount total: **3,965.00**

### Fund: 6950 - CAPITAL PROJ LOCAL FUNDS

<u>check number</u>	<u>check date</u>	<u>vend_no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
148136	10/08/2019	88316	XTRALIGHT MANUFACTURING LTD	7,975.57
			ENERGY EFFICIENT LIGHTING	
V148175	10/08/2019	47923	QSS, L.C	15,066.69
			INSTALLATION OF GLASS DOO	

Number of checks in fund 6950 - CAPITAL PROJ LOCAL FUNDS: 2

Amount total: **23,042.26**

Report Date:11/4/2019

Page 44 of 50

# HARRIS COUNTY DEPARTMENT OF EDUCATION

## Check Register

Fiscal Year: 20

Period: 2

### Fund: 7110 - CHOICE PARTNERS

<u>check number</u>	<u>check date</u>	<u>vend_no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
148075	10/03/2019	88329	PHILLIP VASQUEZ	2,738.51
			REIMB EXPENSES	125.12
			REIMB EXPENSES	163.39
			DAILY RATE CONSULTAN	1,050.00
			FIELD CONSULTANT	1,400.00
148102	10/08/2019	25314	4IMPRINT	636.70
			TROPICAL PRINT CAMP SHIRT	308.90
			TROPICAL PRINT CAMP SHIRT	308.90
			FREIGHT	18.90
148120	10/08/2019	32350	HOUSTON CHRONICLE	269.60
			ADVERTISING FOR CHOICE PA	
148132	10/08/2019	88329	PHILLIP VASQUEZ	2,949.25
			OTHER CONTRA SER	849.25
			OTHER CONTRA SER	2,100.00
148369	10/22/2019	61927	VERIZON WIRELESS	282.86
			VERIZON 090819-100719	
148441	10/29/2019	25314	4IMPRINT	1,668.84
			BOCA ROPE HANDLE TOTE	1,383.75
			ADD'L LOCATION RUN CHARGE	112.50
			SET-UP CHARGE	40.50
			SET-UP CHARGE	40.50
			FREIGHT	91.59
148451	10/29/2019	87784	BUFFALO SPECIALTIES INC	1,780.40
			GILDAN SOFTSTYLE / 6400 S	1,520.40
			UP CHARGE FOR SIZE 2X TEE	125.00
			SCREENS (\$75), DIGITAL PR	135.00
148462	10/29/2019	32350	HOUSTON CHRONICLE	269.60
			ADVERTISING FOR CHOICE PA	
148465	10/29/2019	33611	HUMBLE CIVIC CENTER	7,817.00
			EXHIBIT HALL RENTAL	
148483	10/29/2019	52199	SHI GOVERNMENT SOLUTIONS INC	17,260.50
			XEROX ALTALINK C8045/H2 -	7,836.50
			XEROX EXTENDED ON-SITE -	9,086.00
			ESTIMATED SHIPPING/HANDLI	338.00
148488	10/29/2019	84003	THE PHOENIX DESIGN GROUP, INC.	10,258.00
			EXHIBIT BOOTHS RENTAL	
V148087	10/03/2019	87114	JEFFREY ALAN DRURY	151.25
			TASA/TASB	
V148088	10/03/2019	82002	DON ELDER JR	1,050.00
			FIELD REPRESENTATIVE DAIL	
V148089	10/03/2019	85947	F&S CALHOUN CONSULTING INC	1,837.73
			FIELD REPRESENTATIVE DAIL	1,625.00
			FIELD REPRESENTATIVE REIM	212.73
V148090	10/03/2019	87910	ANN MARIE HARBOUR	1,811.67
			FIELD REPRESENTATIVE DAIL	1,625.00
			FIELD REPRESENTATIVE REIM	186.67
V148096	10/03/2019	87224	STEPHEN K KENDRICK	376.39
			TASA/TASB CONVENTION	96.25
			TASA/TASB CONVENTION	280.14
V148151	10/08/2019	82002	DON ELDER JR	1,565.73
			FIELD REPRESENTATIVE DAIL	1,400.00
			FIELD REPRESENTATIVE REIM	165.73



# HARRIS COUNTY DEPARTMENT OF EDUCATION

## Check Register

Fiscal Year: 20

Period: 2

### Fund: 7110 - CHOICE PARTNERS

<u>check number</u>	<u>check date</u>	<u>vend_no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
V148152	10/08/2019	85947	F&S CALHOUN CONSULTING INC	1,727.70
			FIELD REPRESENTATIVE DAIL	1,300.00
			FIELD REPRESENTATIVE REIM	192.75
			FIELD REPRESENTATIVE REIM	234.95
V148156	10/08/2019	87910	ANN MARIE HARBOUR	1,212.73
			FIELD REPRESENTATIVE DAIL	1,137.50
			FIELD REPRESENTATIVE REIM	75.23
V148169	10/08/2019	81107	JOANN NICHOLS	39.63
			SEPTEMBER MILEAGE	
V148256	10/15/2019	82002	DON ELDER JR	1,050.00
			FIELD REPRESENTATIVE DAIL	
V148258	10/15/2019	85947	F&S CALHOUN CONSULTING INC	1,545.92
			FIELD REPRESENTATIVE DAIL	1,300.00
			FIELD REPRESENTATIVE REIM	245.92
V148278	10/15/2019	87224	STEPHEN K KENDRICK	298.60
			REGION 2 VENDOR WORKS	55.00
			REGION 2 VENDOR WORKS	243.60
V148304	10/15/2019	81107	JOANN NICHOLS	85.50
			TOAL (NAEP AFFILIATE)	3.00
			TOAL (NAEP AFFILIATE)	82.50
V148394	10/22/2019	82002	DON ELDER JR	1,528.97
			FIELD REPRESENTATIVE DAIL	1,050.00
			FIELD REPRESENTATIVE REIM	478.97
V148396	10/22/2019	85947	F&S CALHOUN CONSULTING INC	1,482.46
			FIELD REPRESENTATIVE DAIL	1,300.00
			FIELD REPRESENTATIVE REIM	182.46
V148404	10/22/2019	87910	ANN MARIE HARBOUR	3,619.38
			FIELD REPRESENTATIVE DAIL	1,300.00
			FIELD REPRESENTATIVE DAIL	1,625.00
			FIELD REPRESENTATIVE REIM	203.14
			FIELD REPRESENTATIVE REIM	491.24
V148431	10/22/2019	88329	PHILLIP VASQUEZ	2,080.83
			OTHER CONTRACTED SER	522.74
			OTHER CONTRACTED SER	1,558.09
V148500	10/29/2019	86611	KAREN JEANINE CHESKY	417.64
			TASA TASB 2019 CONVEN	137.50
			TASA TASB 2019 CONVEN	280.14
V148503	10/29/2019	82002	DON ELDER JR	2,024.32
			FIELD REPRESENTATIVE DAIL	1,400.00
			FIELD REPRESENTATIVE REIM	624.32
V148505	10/29/2019	85947	F&S CALHOUN CONSULTING INC	1,526.20
			FIELD REPRESENTATIVE DAIL	1,300.00
			FIELD REPRESENTATIVE REIM	226.20
V148507	10/29/2019	87910	ANN MARIE HARBOUR	1,556.11
			FIELD REPRESENTATIVE DAIL	1,300.00
			FIELD REPRESENTATIVE REIM	256.11
V148531	10/29/2019	86994	JANET BAILEY WACHS	175.31
			TACA FALL CONFERENCE	51.56
			TACA FALL CONFERENCE	123.75

Number of checks in fund 7110 - CHOICE PARTNERS: 33

Amount total: **73,095.33**

### Fund: 7990 - ISF-FACILITIES

<u>check number</u>	<u>check date</u>	<u>vend_no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
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Report Date:11/4/2019

Page 46 of 50

# HARRIS COUNTY DEPARTMENT OF EDUCATION

## Check Register

Fiscal Year: 20

Period: 2

### Fund: 7990 - ISF-FACILITIES

<u>check number</u>	<u>check date</u>	<u>vend_no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
148064 void	10/03/2019	39976	MCGRIFF SEIBELS & WILLIAMS OF INSTALL RENEW	0.00 -3,553.00
			INSURANCE RENEWAL PREMIUM	-312,861.15
			INSTALL RENEW	3,553.00
			INSURANCE RENEWAL PREMIUM	312,861.15
148113	10/08/2019	84819	RICHARD L DAVIS CLEAN AND REMOVE MOLD, MI	1,650.00
148125	10/08/2019	39976	MCGRIFF SEIBELS & WILLIAMS OF INSURANCE RENEWAL PREMIUM	312,861.15
148126 void	10/08/2019	39976	MCGRIFF SEIBELS & WILLIAMS OF RENEWAL 8003 E.SAM	0.00 -3,553.00
			RENEWAL 8003 E.SAM	3,553.00
148127	10/08/2019	82060	METROPOLITAN LANDSCAPE MGMT INC P1900261 COMPLEPYMEN	0.35
148211	10/15/2019	33040	CITY OF HOUSTON WATER	3,148.26
			WATER 082019-091919	154.77
			WATER 082019-092619	48.90
			WATER 082019-091919	28.65
			WATER 082019-091919	15.88
			WATER 082219-092319	26.85
			WATER 082019-091819	124.16
			WATER 082019-091919	116.38
			WATER 081919-091919	15.88
			WATER 082019-091919	23.13
			WATER 082019-091919	233.86
			WATER 081919-091719	1,179.90
			WATER 082019-091919	1,179.90
148347	10/22/2019	34700	ISI COMMERCIAL REFRIGERATION, INC ICE MAKER WITH BIN/ CUBE	1,866.15
148354 void	10/22/2019	39976	MCGRIFF SEIBELS & WILLIAMS OF FLOOD INS RENEW421151	0.00 -3,553.00
			FLOOD INS RENEW421151	3,553.00
148369	10/22/2019	61927	VERIZON WIRELESS	4,220.83
			VERIZON 090819-100719	-100.00
			VERIZON 090819-100719	38.11
			VERIZON 090819-100719	38.11
			VERIZON 090819-100719	38.11
			VERIZON 090819-100719	50.66
			VERIZON 090819-100719	87.61
			VERIZON 090819-100719	90.81
			VERIZON 090819-100719	101.32
			VERIZON 090819-100719	225.60
			VERIZON 090819-100719	477.96
			VERIZON 090819-100719	495.47
			VERIZON 090819-100719	1,148.62
			VERIZON 090819-100719	1,528.45
148440	10/28/2019	84910	WRIGHT NATIONAL FLOOD INSURANCE FLOOD INS FOR HPEAST	3,553.00
148449	10/29/2019	84789	BASELINE PAVING & CONSTRUCTION INC RESURFACE BUILDING ENTRAN	6,449.00
148454	10/29/2019	18491	CENTERPOINT ENERGY GAS 081319-091219	67.52 32.54
			GAS 091219-101519	34.98

# HARRIS COUNTY DEPARTMENT OF EDUCATION

## Check Register

Fiscal Year: 20

Period: 2

### Fund: 7990 - ISF-FACILITIES

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
148460	10/29/2019	29829	HARRIS COUNTY MUD #5 WATER 082119-092019	441.65
148463	10/29/2019	33040	CITY OF HOUSTON WATER WATER 082919-093019 WATER 091219-101119 WATER 101919 WATER 091219- 101119 WATER 091219- 101119	1,347.71 221.20 160.38 219.42 175.08 571.63
148476	10/29/2019	45846	VIRGINIA E PEGUERO OCT 19 RENT IRVINGT	3,375.49
148482	10/29/2019	87532	DUDE SOLUTIONS INC ANNUAL RENEWAL FOR THE SU	7,986.57
148489	10/29/2019	59870	THYSSENKRUPP ELEVATOR CORP SEPT 19 MAINTENANCE SEPT 19 MAINTENANCE SEPT 19 MAINTENANCE SEPT 19 MAINTENANCE SEPT 19 MAINTENANCE	2,793.95 346.81 258.39 1,353.51 587.71 247.53
148490	10/29/2019	60940	UNITED PARCEL SERVICE POSTAGE	53.80
V148174	10/08/2019	46604	THOMAS W PLAPP SEPTEMBER MILEAGE	137.46
V148257	10/15/2019	85264	EXECUTIVE THREAT SOLUTIONS LLC SECURITY WK 0902-0915 SECURITY WK 0902-0915 SECURITY WK0916-0929 SECURITY WK0916-0929	17,160.00 4,320.00 4,320.00 4,200.00 4,320.00
V148397	10/22/2019	83350	WRIGHT EXPRESS FINANCIAL SVC CORP EXXON GASLN SEPT19	1,644.71
V148427	10/22/2019	84653	LOUIS A HERNANDEZ INC. OPEN PURCHASE ORDER FOR M OPEN PURCHASE ORDER FOR M OPEN PURCHASE ORDER FOR M OPEN PURCHASE ORDER FOR M OPEN PURCHASE ORDER FOR M	1,492.27 27.00 45.42 389.45 515.20 515.20
V148439	10/22/2019	87981	RICHARD L VELA JR SENSORY ROOM SITE VIS	68.75

# HARRIS COUNTY DEPARTMENT OF EDUCATION

## Check Register

Fiscal Year: 20

Period: 2

### Fund: 7990 - ISF-FACILITIES

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
V148512	10/29/2019	31720	COPESAN SERVICES INC	3,876.98
			MONTHLY SERVICE AT 6300 I	46.75
			MONTHLY SERVICE AT 6300 I	26.00
			MONTHLY SERVICE AT ADULT	26.00
			MONTHLY PEST CONTROL FOR	15.75
			MONTHLY PEST CONTROL FOR	15.75
			MONTHLY PEST CONTROL FOR	35.00
			MONTHLY PEST CONTROL FOR	77.25
			MONTHLY PEST CONTROL FOR	41.50
			MONTHLY PEST CONTROL FOR	41.50
			MONTHLY PEST CONTROL FOR	60.00
			MONTHLY PEST CONTROL FOR	26.00
			MONTHLY PEST CONTROL FOR	26.00
			MONTHLY PEST CONTROL FOR	26.00
			MONTHLY PEST CONTROL FOR	26.00
			MONTHLY PEST CONTROL FOR	31.25
			MONTHLY PEST CONTROL FOR	67.25
			MONTHLY PEST CONTROL FOR	77.75
			MONTHLY PEST CONTROL FOR	57.00
			MONTHLY PEST CONTROL FOR	15.75
			MONTHLY PEST CONTROL FOR	15.75
			MONTHLY PEST CONTROL FOR	31.24
			MONTHLY PEST CONTROL FOR	41.50
			MONTHLY PEST CONTROL FOR	30.00
			MONTHLY PEST CONTROL FOR	36.25
			PEST CONTROL FOR WESTVIEW	232.75
			MONTHLY PEST CONTROL FOR	63.25
			MONTHLY PEST CONTROL FOR	66.00
			MISC SMALL PEST CONTROL I	36.25
			MISC SMALL PEST CONTROL I	40.00
			MISC SMALL PEST CONTROL I	90.00
			MONTHLY SERVICE AT 6300 I	46.75
			MONTHLY SERVICE AT 6300 I	26.00
			MONTHLY SERVICE AT ADULT	26.00
			MONTHLY PEST CONTROL FOR	15.75
			MONTHLY PEST CONTROL FOR	35.00
			MONTHLY PEST CONTROL FOR	41.50
			MONTHLY PEST CONTROL FOR	41.50
			MONTHLY PEST CONTROL FOR	26.00
			MONTHLY PEST CONTROL FOR	26.00
			MONTHLY PEST CONTROL FOR	26.00
			WEEKLY MOSQUITO SPRAY AT	181.00
			WEEKLY MOSQUITO SPRAY AT	181.00
			WEEKLY MOSQUITO SPRAY AT	181.00
			WEEKLY MOSQUITO SPRAY AT	181.00
			WEEKLY MOSQUITO SPRAY AT	181.00
			WEEKLY MOSQUITO SPRAY AT	181.00
			MONTHLY PEST CONTROL FOR	67.25
			MONTHLY PEST CONTROL FOR	77.75
			MONTHLY PEST CONTROL FOR	57.00
			MONTHLY PEST CONTROL FOR	15.75
			MONTHLY PEST CONTROL FOR	15.75

# HARRIS COUNTY DEPARTMENT OF EDUCATION

## Check Register

Fiscal Year: 20

Period: 2

### Fund: 7990 - ISF-FACILITIES

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
V148512	10/29/2019	31720	COPESAN SERVICES INC	3,876.98
			MONTHLY PEST CONTROL FOR	31.24
			MONTHLY PEST CONTROL FOR	41.50
			MONTHLY PEST CONTROL FOR	30.00
			MONTHLY PEST CONTROL FOR	36.25
			PEST CONTROL FOR WESTVIEW	77.25
			PEST CONTROL FOR WESTVIEW	232.75
			MONTHLY PEST CONTROL FOR	63.25
			MONTHLY PEST CONTROL FOR	66.00
			MISC SMALL PEST CONTROL I	31.25
			MISC SMALL PEST CONTROL I	40.00
			MISC SMALL PEST CONTROL I	60.00
			MISC SMALL PEST CONTROL I	90.00

Number of checks in fund 7990 - ISF-FACILITIES: **24**

Amount total: **374,195.60**

### Fund: 8150 - COURTESY COMMITTEE

<u>check number</u>	<u>check date</u>	<u>vend no</u>	<u>vendor name and item descriptions</u>	<u>amount</u>
148331	10/22/2019	16005	E FLOWERS INC	240.00
			GEN SUPPLIES	60.00
			GEN SUPPLIES	60.00
			GEN SUPPLIES	60.00
			GEN SUPPLIES	60.00
148450	10/29/2019	16005	E FLOWERS INC	200.00
			FLOWER OR PLANT DELIVERY	60.00
			FLOWER OR PLANT DELIVERY	70.00
			FLOWER OR PLANT DELIVERY	70.00

Number of checks in fund 8150 - COURTESY COMMITTEE: **2**

Amount total: **440.00**

Total number of checks in report: **500**

Amount total: **1,440,696.68**

SUNGARD PENTAMATION

DATE: 10/29/2019

TIME: 13:39:32

HARRIS COUNTY DEPARTMENT OF EDUCATION

CHECK REGISTER INCLUDING SYSTEM VOIDS

PAGE NUMBER: 1

ACCTPA21

ACCOUNTING PERIOD: 2/20

SELECTION CRITERIA: chkstat.rundate between '20191001 00:00:00.000' and '20191029 00:00:00.000' and chkstat.chk\_status='V'

DISTRIBUTION FUND: 1990

CHECK NUMBER	ISSUE DATE	VENDOR	STATUS	TOTAL	DESCRIPTION	
147843	10/10/2019	HARRIS COUNTY FWSD #51	V	-167.67	VOID MANUAL	CHECK
* 147988	10/22/2019	OFFICE IMAGES, INC	V	-343.69	VOID MANUAL	CHECK
* 148064	10/08/2019	MCGRIFF SEIBELS & WILLIAMS OF	V	-316414.15	VOID MANUAL	CHECK
* 148070	10/03/2019	PS LIGHTWAVE INC	V	0.00	VOID: MULTI	STUB CHECK
* 148126	10/15/2019	MCGRIFF SEIBELS & WILLIAMS OF	V	-3553.00	VOID MANUAL	CHECK
* 148354	10/28/2019	MCGRIFF SEIBELS & WILLIAMS OF	V	-3553.00	VOID MANUAL	CHECK
* 148368	10/22/2019	VERIZON WIRELESS	V	0.00	VOID: MULTI	STUB CHECK
* V148083	10/03/2019	MILK PRODUCTS LLC	V	0.00	VOID: MULTI	STUB VOUCHER
* V148091	10/03/2019	HARDIES FRUIT & VEGETABLE CO	V	0.00	VOID: MULTI	STUB VOUCHER
* V148097	10/03/2019	LABATT INSTITUTIONAL SUPPLY COMPANY	V	0.00	VOID: MULTI	STUB VOUCHER
* V148242	10/15/2019	MILK PRODUCTS LLC	V	0.00	VOID: MULTI	STUB VOUCHER
* V148380	10/22/2019	MILK PRODUCTS LLC	V	0.00	VOID: MULTI	STUB VOUCHER
TOTAL FUND				-324031.51		

DISTRIBUTION FUND: 1999

CHECK NUMBER	ISSUE DATE	VENDOR	STATUS	TOTAL	DESCRIPTION	
146756	10/17/2019	LITHO SUPPLY & SERVICE COMPANY INC	V	-470.00	VOID MANUAL	CHECK

TOTAL FUND

-470.00

TOTAL REPORT

-324501.51

# FUND SUMMARY FOR BOARD CHECK REGISTER

Fiscal Year: 20 Period: 2

<u>fund starts</u>	<u>sum of checks</u>	<u>check count</u>
1	520,942.34	288
2	444,939.45	157
4	4,041.70	8
6	23,042.26	2
7	447,290.93	56
8	440.00	2
Total:	1,440,696.68	500

Report Date:11/4/2019

F

**Regular Board Meeting****6.A.3.****Meeting Date:** November 20, 2019**Title:** Approval of Investment Report**Submitted For:** Jesus Amezcua, Business Office**Submitted By:** Stephanie Ritchie**Additional Resource** Stephanie Wright**Personnel:**

---

**Information****Posted Agenda Item:**

Monthly Investment Report for October 2019

**Subject:**

Consider approval of Investment report dated October 2019

**Rationale:**

In accordance with Texas Government Code, Section 2256, Public Funds Investment Act, HCDE has adopted written investment policy, CDA (LEGAL) and CDA (LOCAL) Other Revenues: Investments requiring the investment officers to prepare and submit a written report of investment transactions for the preceding reporting period to the Board of Trustees.

The attached report is for the time period October 2019.

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**Attachments**

Investment Report

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**Form Review****Inbox**

Assistant Superintendent - Business

Form Started By: Stephanie Ritchie

Final Approval Date: 11/04/2019

**Reviewed By**

Jesus Amezcua

**Date**

11/04/2019 09:46 PM

Started On: 10/28/2019 12:05 PM



# HARRIS COUNTY DEPARTMENT OF EDUCATION And HCDE PUBLIC FACILITY CORPORATION

## Monthly Investment Report at October 31, 2019 (unaudited)

### Table of Contents

DESCRIPTION	SCHEDULE NO.
Compliance Statement .....	1
 <b>General Funds:</b>	
<i>Pie Chart: <u>Portfolio by Investment Type</u></i> .....	2
<i><u>Summary Schedule of Weighted Average Maturity-by Investment Type</u></i> .....	3
<i>Graph: <u>Portfolio by Maturity Dates</u></i> .....	4
Investment Earnings Reports: .....	5
(A) Interest Earned by Fund by Source-For This Quarter	
(B) Interest Earned by Fund-Comparison of Quarters for FY 2019-20	
(C) Budget v Actual Summary of Interest Earned Year-to-Date	
<i>Schedule: <u>Summary Report</u></i> .....	6
<i>Schedule: <u>Monthly Inventory Report</u></i> .....	7
 <b>Public Facility Corporation:</b>	
<i>Pie Chart: <u>Portfolio by Investment Type</u></i> .....	8
<i>Graph: <u>Portfolio by Maturity Dates</u></i> .....	9
<i>Schedule: <u>Monthly Inventory Report</u></i> .....	10
Bank Accounts .....	11
Monthly Investment Reports: .....	12
(1) Interest Earned by Fund by Source-For This Quarter	
(2) Interest Earned by Fund-Comparison of Quarters during FY 2019-20	
(3) Budget Summary for Interest Earned Year-to-Date	
Glossary of Terms .....	13
 Detail Account Statements available for review:	
Lone Star Investment Pool Monthly Report	
TexPool Participant Monthly Statement	
Tex STAR Monthly Statement of Accounts	
Chase Bank-Sweep Account Monthly Statements	
Chase Bank-Investment Safekeeping Account Monthly Statements	
PFC – Bank of Texas Fund Monthly Statements	

**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**Monthly Investment Report at October 31, 2019**  
**(unaudited)**

**Investment Report Narrative**

**The Department's funds are required to be deposited and invested under the terms of a depository contract pursuant to the Texas School Depository Act and local Board Policy. The depository bank pledges securities which comply with state law and these securities are held for safekeeping and trust with the Department's and the depository bank's agent bank.**

**HCDE funds are currently invested in investment pools and with the depository bank. The investment pools used are: Lone Star, Tex Pool, and TexStar. The depository bank is J.P. Morgan Chase.**

**Changes in balances are caused by additions or withdrawals to these accounts. Tax collection deposits are automatically deposited to the TexStar account.**

**The Public Facility Corporation (PFC) funds are invested with Bank of Texas, Tex Pools and J. P. Morgan Chase. These funds are reserved as required by the bond covenant.**

**All funds are properly collateralized according the PFIA (Public Funds Investment Act).**

**All funds are invested overnight to capture rising interest rates**

**Book Value = Market Value. Book value refers to the financial institution statement which is reconciled to the general ledger.**

**Moving Forward**

**The department will continue to monitor its investments and find best value to capture additional interest earnings while preserving the capital in accordance with our adopted investment strategy.**

**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**Monthly Investment Report at October 31, 2019**  
**(unaudited)**

Schedule 1

**Compliance Statement**

In accordance with Texas Government Code, Section 2256, Public Funds Investment Act, HCDE has adopted written investment policy, CDA (LEGAL) and CDA (LOCAL) Other Revenues: Investments requiring the investment officers to prepare and submit a written report of investment transactions for the preceding reporting period to the Board of Trustees. The report must be prepared at least on a Monthly basis and must:

- Describe in detail the investment position of HCDE on the date of the report.
- Contain a summary statement of each pooled fund group including beginning market value for the reporting period; additions and changes to the market value during the period and ending market value for the period.
- State the book value and market value of each invested asset at the beginning and end of the reporting period by type of asset and fund type invested.
- State the account, fund or pooled fund group for which each asset was acquired.
- State compliance of the investment portfolio with the HCDE investment policy and investment strategies and with state law.

HCDE is in compliance with the Public Funds Investment Act. All investments purchased must meet the three basic tenets included in the investment policy: safety, liquidity, and yield.

The day-to-day cash management and HCDE investments are the responsibility of the Asst. Superintendent, Chief Accounting Officer, Budget & Business Analyst, and the Senior Accountant.

As the approved investment officer of Harris County Department of Education, I hereby certify that the preceding Investment Report represents the investment position of the Department as of the date above in compliance with the Board-approved Investment Policy, the Public Funds Investment Act, and generally accepted accounting principles.

Jesus J. Amezcua, RTSBA, CPA, Ph.D., Asst. Supt-Business\_\_\_\_\_

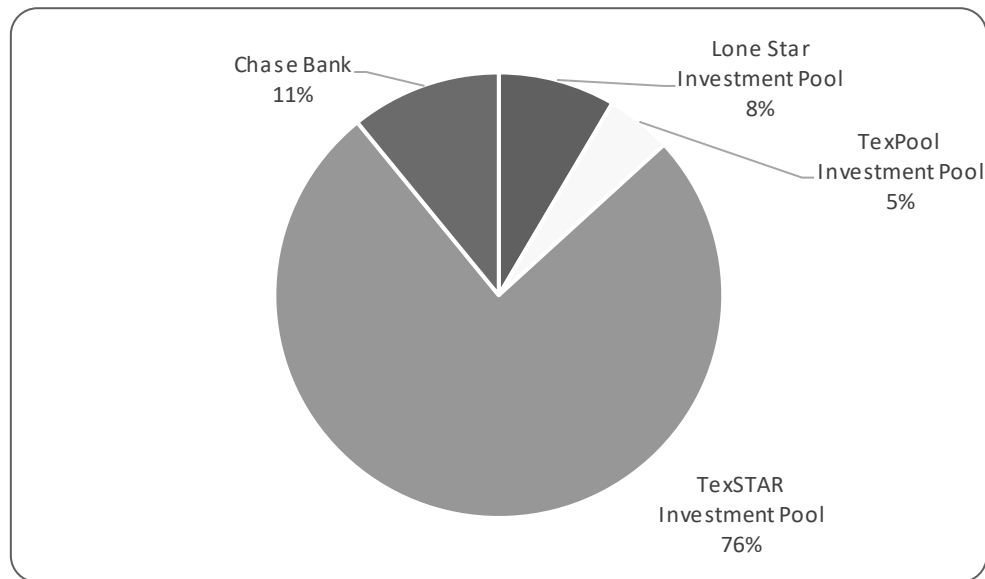
Stephanie Wright, CPA Chief Accounting Officer\_\_\_\_\_

Stephanie Ritchie, Senior Accountant \_\_\_\_\_

Jaime H Martinez, MBA, Budget & Business Analyst\_\_\_\_\_

**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**Monthly Investment Report at October 31, 2019**  
**(unaudited)**

**\$31,086,986 HCDE - Portfolio by Investment Type**



INVESTMENT ( BOOK VALUE )	GENERAL FUND	RETIREMENT LEAVE FUND	AGENCY FUNDS	TOTAL INVESTED	PERCENT OF TOTAL
Lone Star Investment Pool	2,626,405	-	-	2,626,405	8.4%
TexPool Investment Pool	560,424	911,022	-	1,471,446	4.7%
TexSTAR Investment Pool	23,613,452	-	-	23,613,452	76.0%
Chase Bank	3,331,614	-	44,069	3,375,683	10.9%
<b>Totals</b>	<b>\$ 30,131,894</b>	<b>\$ 911,022</b>	<b>\$ 44,069</b>	<b>\$ 31,086,986</b>	<b>100.00%</b>

[Shown at Book Value]

**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**Monthly Investment Report at October 31, 2019**  
**(unaudited)**

**Summary Schedule of Weighted Average Maturity (A) –  
Investment Type General Fund**

( #1 ) INVESTMENT TYPE	( #2 ) BOOK VALUE	( #3 ) DAYS TO MATURITY	( #4 ) BOOK VALUE * DAYS ( #2 ) * ( #3 )	WEIGHTED AVERAGE MATURITY (B)
First Public/Lone Star Inv Pool	\$ 2,626,405	1	\$ 2,626,405	2.70
TexPool Inv Pool	1,471,446	1	1,471,446	1.66
TexSTAR Inv Pool	23,613,452	1	23,613,452	18.23
Banks: Overnight & Cash	3,375,683	1	3,375,683	-
<b>Totals</b>	<b>\$ 31,086,986</b>		<b>\$ 31,086,986</b>	<b>5.65</b>

- (A) For HCDE all deposits are due on demand. In this case the WAM = the total (#4) of \$31,086,986 Divided by (#2) Book Value = 1 Days to Maturity
- (B) The WAM of 5.65 is for the entire investment pool.

This measure is useful in determining the degree of market or interest rate risk. The longer the WAM, the more exposure to market risk and the more potential for capital gains or losses.

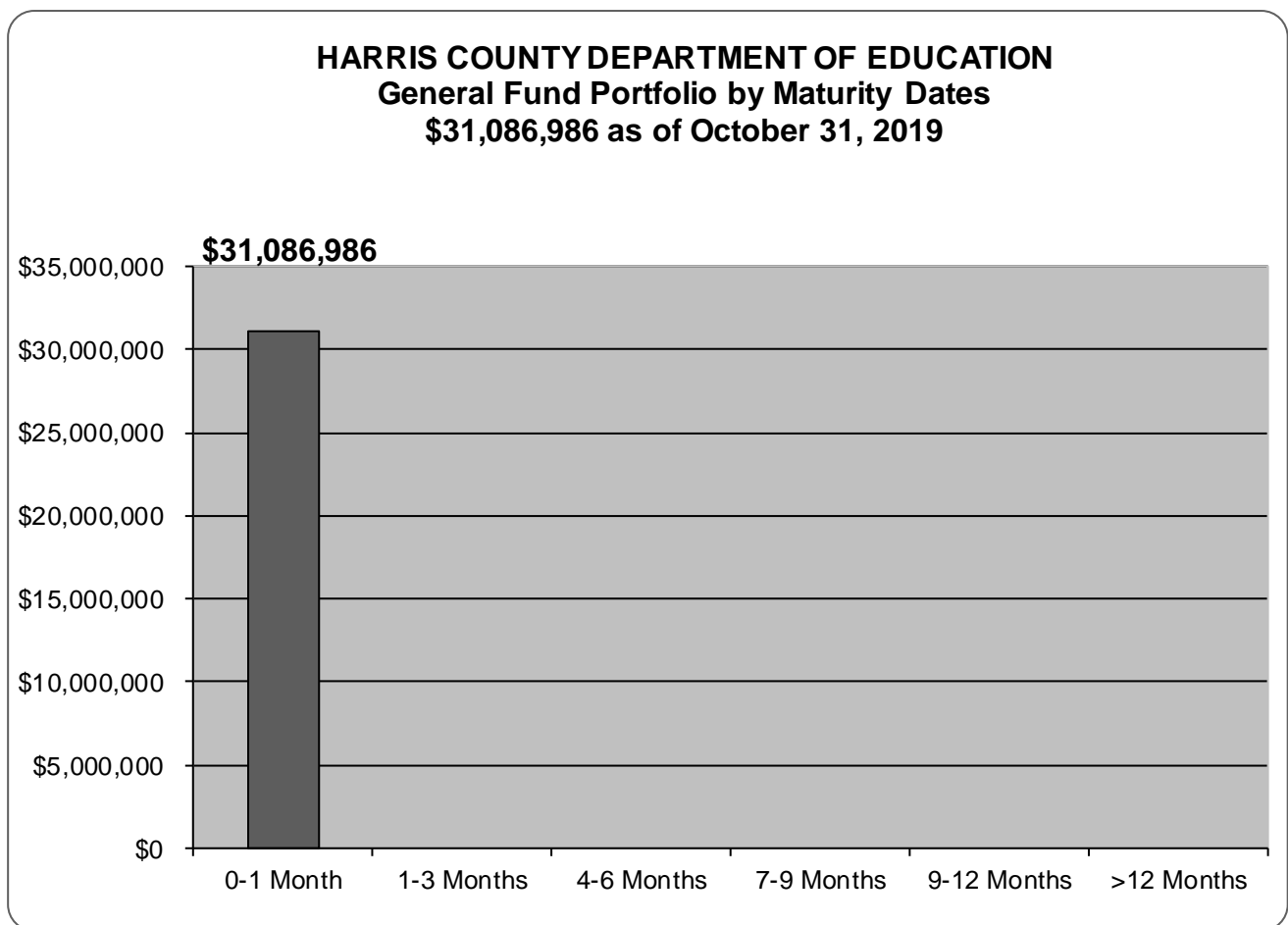
Although TexPool, TexSTAR, and Lone Star have a weighted average maturity greater than one, the funds are available to the Department within one day. HCDE holds investments to maturity, which minimizes this market exposure.

**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**Monthly Investment Report at October 31, 2019**  
**(unaudited)**

**General Fund – Portfolio by Maturity Dates**

Investments are purchased to meet the cash flow needs of the Department. The bar graph on this page depicts the maturity schedule of the Department's investments by monthly intervals. Although TexPool, TexSTAR, and Lone Star have a weighted average maturity greater than one, the funds are available to the Department within one day. As of the end of this quarter, investments will mature:

- 100 % within one month



**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**Monthly Investment Report at October 31, 2019**  
**(unaudited)**

**Investment Earnings Reports**

**(A) Interest Earned by Fund by Source - For This Month**

INVESTMENT	GENERAL FUND	RETIREMENT LEAVE FUND	TOTAL INTEREST EARNED
Cash Accounts	\$ -	\$ -	\$ -
Lone Star Investment Pool	4,226	-	4,226
TexPool Investment Pool	908	1,477	2,385
TexSTAR Investment Pool	38,086	-	38,086
<b>Totals</b>	<b>\$ 43,220</b>	<b>\$ 1,477</b>	<b>\$ 44,697</b>

**(B) Interest Earned by Fund - Comparison of Quarters for FY 2019-20**

FUND	FIRST QUARTER SEPTEMBER TO NOVEMBER	SECOND QUARTER DECEMBER TO FEBRUARY	THIRD QUARTER MARCH TO MAY	FOURTH QUARTER JUNE TO AUGUST	INTEREST EARNED YEAR TO DATE
General Fund	\$ 96,573	\$ -	\$ -	\$ -	\$ 96,573
Retirement Leave Fund	3,091	-	-	-	3,091
<b>Totals</b>	<b>\$ 99,664</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 99,664</b>

**(C) Budget vs Actual Summary of Interest Earned Year-to-Date**

FUND	BUDGETED	ACTUAL	BALANCE TO REC	% REC'D
General Fund	\$ 453,590	\$ 96,573	\$ 357,017	21%
Retirement Leave Fund	-	3,091	(3,091)	0%
<b>Totals:</b>	<b>\$ 453,590</b>	<b>\$ 99,664</b>	<b>\$ 353,926</b>	<b>22%</b>

**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**Monthly Investment Report at October 31, 2019**  
**(unaudited)**

**Summary Report**

Beginning Book Value	\$ 33,077,741
Beginning Market Value	\$ 33,077,741
Beginning Weighted Average to Maturity	1 Day
Ending Book Value	\$ 31,086,986
Ending Market Value	\$ 31,086,986
Earnings for Period	\$44,697
Change in Book Value	\$ (1,990,755)
Change in Market Value	\$ (1,990,755)
Ending Weighted Average to Maturity	1 Day
Period Average Yield	1.894%
Period Average Benchmark **	<b>1.520%</b>

\*\* Benchmark = **13 Week Treasury Bill at Maturity**



**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**General Fund Monthly Inventory Report**  
**As of October 31, 2019**  
(unaudited)

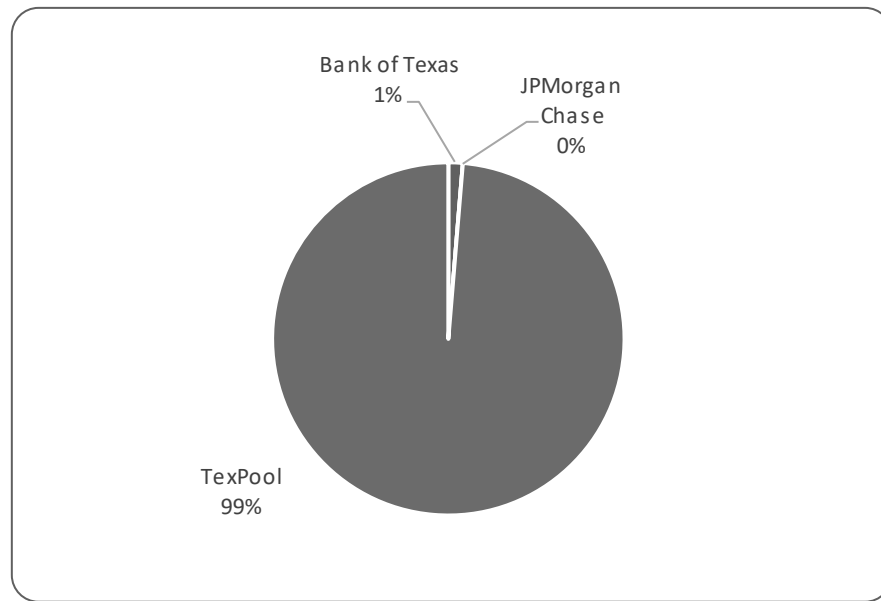
PURCHASE DATE	INVESTMENT	ACCOUNT/ CUSIP #	MATURITY DATE	YIELD	INTEREST PAID	ACCRUED INT EARNED	9/30/2019	
							MARKET	BOOK (*)
Bank Funds								
-	Int Bearing	All Funds	-	0.00%	0.00%	-	\$ 2,922,948.67	\$ 2,922,948.67
Investment Pools								
-	Lone Star	Gen Fund	N/A	1.90%	4,226.14	-	2,622,178.73	2,622,178.73
-	TexPool	Ret Lv Fund	N/A	1.91%	1,476.60	-	909,545.57	909,545.57
-	TexPool	Gen Fund	N/A	1.91%	908.34	-	559,515.30	559,515.30
	TexStar	Gen Fund	N/A	1.85%	38,085.54	-	26,063,552.57	26,063,552.57
Totals:					\$44,696.62	\$0.00	\$33,077,740.84	\$33,077,740.84

(\*) Financial institution statement data which is reconciled to the general ledger.

(\*) Financial institution statement data which is reconciled to the general ledger.

**HARRIS COUNTY DEPARTMENT OF EDUCATION  
PUBLIC FACILITY CORPORATION**  
Monthly Investment Report at October 31, 2019  
(unaudited)

**\$6,820,493 PFC - Portfolio by Investment Type**



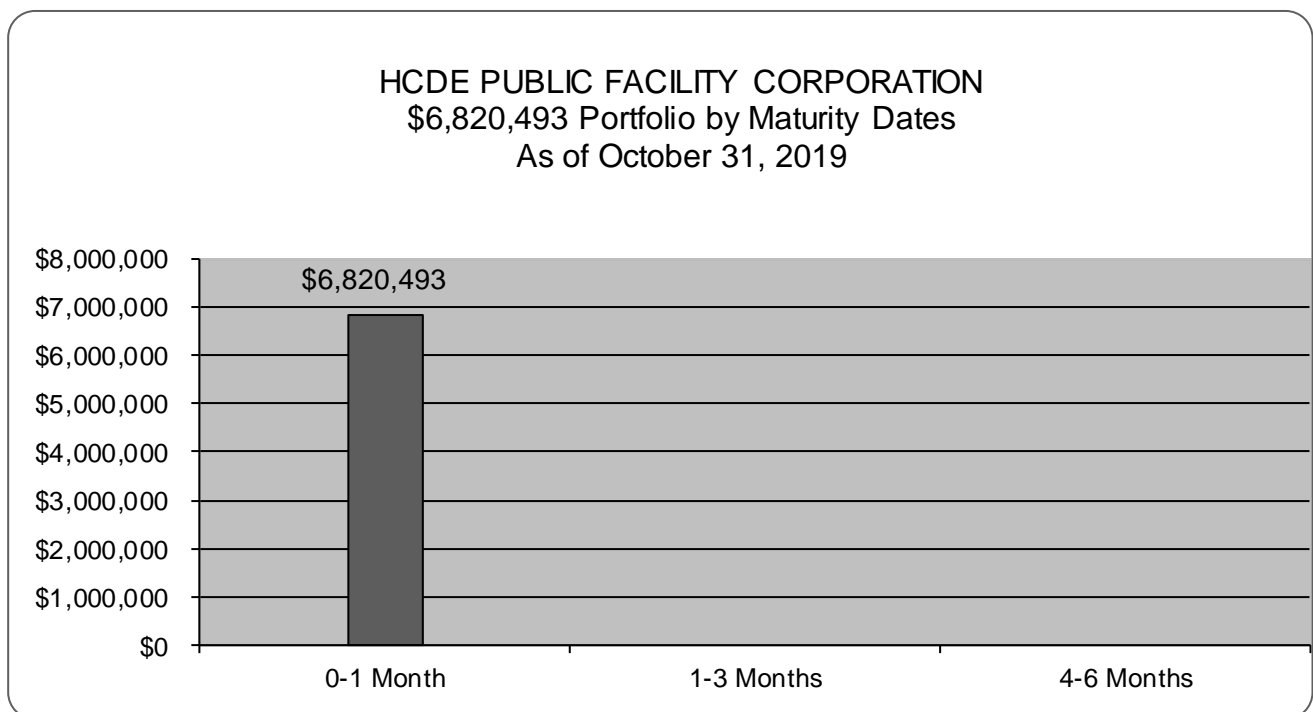
PFC INVESTMENT TYPE	AMOUNT INVESTED	% OF TOTAL
Bank of Texas Funds	89,893	1.32%
TexPool Investment Pools	6,730,600	98.68%
<b>Total</b>	<b>6,820,493</b>	<b>100%</b>

**HARRIS COUNTY DEPARTMENT OF EDUCATION  
PUBLIC FACILITY CORPORATION**  
Monthly Investment Report at October 31, 2019  
(unaudited)

**PFC-Portfolio by Maturity Dates**

Investments are purchased to meet the cash flow needs of the PFC. The bar graph on this page depicts the maturity schedule of PFC investments by monthly intervals. As of the end of this quarter, investments will mature:

- 100 % within one month.





# **HARRIS COUNTY DEPARTMENT OF EDUCATION**

## **Public Facility Corporation Monthly Inventory Report**

**As of October 31, 2019**

**(unaudited)**

PURCHASE DATE	INVESTMENT	ACCOUNT/ CUSIP #	MATURITY DATE	YIELD	INTEREST PAID	ACCRUED INT EARNED	9/30/2019		M
							MARKET	BOOK	
<b><u>Bank Funds</u></b>									
-	Bank of Texas Accounts	All Funds	-	0.005%	\$112.40	-	\$ 89,780.30	\$ 89,780.30	\$
<b><u>Investment Pools</u></b>									
-	TexPool	2016 Series	N/A	1.91%	11,830.55	-	7,510,820.45	7,510,820.45	6,7
<b>Totals:</b>					<b>\$11,942.95</b>	<b>-</b>	<b>\$7,600,600.75</b>	<b>\$7,600,600.75</b>	<b>\$6,8</b>

**HARRIS COUNTY DEPARTMENT OF EDUCATION  
PUBLIC FACILITY CORPORATION**  
Monthly Investment Report at October 31, 2019  
(unaudited)

**Bank Accounts**

The fund invests in high quality, short-term money market instruments, which are issued and payable in U.S. dollars.

The following is a list of all Bank of Texas Accounts and their balances:

2014 Payment Account	\$ 2,722.05
2014 Redemption Account	108.17
2015 Payment Account	31,186.44
2015 Redemption Account	43.96
2016 Payment Account –	918.43
2016 Payment Account – Redemption	12.42
2016 Project Account – Note 1	<u>54,901.23</u>
Total Bank of Texas Accounts:	\$ 89,892.70

The following is a list of all TexPool Accounts and their balances:

2016 Series Bond New School Project	<u>\$ 6,730,600.00</u>
Total Bank Accounts:	<u>\$ 6,820,492.70</u>

Note 1:

The bank statement for this account, for the current month, was not available. The interest will be booked next month. The estimated difference is approx. \$80.00

**HARRIS COUNTY DEPARTMENT OF EDUCATION  
PUBLIC FACILITY CORPORATION**  
Monthly Investment Report at October 31, 2019  
(unaudited)

**Investment Earnings Reports**

**(A) Interest Earned by Source - For This Month**

INVESTMENT TYPE	INTEREST EARNED	TOTAL
Bank Cash Accounts	\$ -	\$ -
Bank of Texas Funds	\$ 112	\$ 112
TexPool Investment Pools	\$ 11,831	\$ 11,831
<b>Totals</b>	<b>\$ 11,943</b>	<b>\$ 11,943</b>

**(B) Interest Earned-Comparison of Quarters for FY 2019-20**

FUND	FIRST QUARTER SEPTEMBER TO NOVEMBER	SECOND QUARTER DECEMBER TO FEBRUARY	THIRD QUARTER MARCH TO MAY	FOURTH QUARTER JUNE TO AUGUST	INTEREST EARNED YEAR TO DATE
PFC Fund	26,556	-	-	-	26,556
<b>Totals</b>	<b>26,556</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>26,556</b>

**(C) Budget v Actual Summary of Interest Earned Year-to-Date**

FUND	BUDGETED	ACTUAL	BALANCE TO REC	% REC'D
Public Facilities Corporation (PFC)	-	26,556	(26,556)	0%
<b>Totals:</b>	<b>\$ -</b>	<b>\$ 26,556</b>	<b>\$ (26,556)</b>	<b>0%</b>

# HARRIS COUNTY DEPARTMENT OF EDUCATION

## Monthly Investment Report

### Glossary of Investment Terms

<b>Accretion</b>	The daily book value earned daily (on a straight-line basis) on securities purchased at a discount. At maturity, a discount security will be worth the face value. The types of securities involved are usually treasury bills, discount notes, commercial paper, and bankers' acceptances.
<b>Amortization</b>	The daily book value earned daily (on a straight-line basis) on securities purchased at a premium. To correctly account for premium amortization, it must be subtracted from the coupon interest either monthly or at maturity.
<b>Bank of Texas Funds</b>	Bank of Texas are unsecured money market accounts where the Public Facilities Corporation funds are kept unless otherwise invested.
<b>Benchmark for Investments</b>	HCDE uses the 13-week (90 day) Treasury Bill investment rate of the maturity date closest to the end of the month- <a href="http://www.treasurydirect.gov">www.treasurydirect.gov</a> .
<b>Book Value</b>	The face amount minus any unaccredited discount or plus any unamortized premium. See Accretion and Amortization.
<b>Cash</b>	Cash includes readily available cash, current bank accounts and certificates of deposit. Cash is considered to be the most liquid asset.
<b>Commercial Paper</b>	An unsecured promissory note issued by a corporation with a fixed maturity. The issuer (such as Coca Cola, General Electric, Kimberly Clark) promises to pay the buyer a fixed amount on some future date but pledges no assets, only his liquidity and established earning power, to guarantee that promise. These investment instruments usually yield 10-15 basis points above comparative agency investments. HCDE will not invest in commercial paper with less than A1 or P1 or an equivalent rating.
<b>Credit Risk</b>	The risk of issuer failure; mitigated by selecting high quality investment vehicles.
<b>CUSIP #</b>	The <b>C</b> ommittee on <b>U</b> niform <b>S</b> ecurities <b>I</b> dentification <b>P</b> rocedures Number: the identification number on all securities (often nine digits in length).
<b>Diversification</b>	To invest in a variety of different Board-authorized investment types (sector): treasuries, agencies, certificates of deposit, commercial paper, investment pools, and money market funds.

<b>Face Value</b>	Redemption value printed on the face of the certificate; same as par value.
<b>FHLB</b>	<b>F</b> ederal <b>H</b> ome <b>L</b> oan <b>B</b> ank System, established in 1932, includes 12 banks and their member institutions. Federal Home Loan Banks are instrumentalities of the United State government.
<b>FHLMC</b>	<b>F</b> ederal <b>H</b> ome <b>L</b> oan <b>M</b> ortgage <b>C</b> orporation <b>&lt;Freddie Mac&gt;</b> is a stockholder-owned corporation chartered by Congress in 1970 to keep money flowing to mortgage lenders in support of homeownership and rental housing.
<b>FICO</b>	<b>F</b> inancial <b>C</b> orporation was set up to fund the bailout of Savings and Loans in the 1980's. It was an offshoot of the <b>F</b> ederal <b>S</b> avings and <b>L</b> oan <b>I</b> nsurance <b>C</b> orporation (FSLIC).
<b>Fiduciary Responsibility</b>	The Board retains the ultimate responsibility as fiduciaries of the assets of the Department. Also see Standard of Care.
<b>FNMA</b>	<b>F</b> ederal <b>N</b> ational <b>M</b> ortgage <b>A</b> ssociation <b>&lt;Fannie Mae&gt;</b> is a federally Chartered and stockholder owned corporation. It is the largest investor in home mortgages in the United States. FNMA provides funds to the mortgage market by purchasing mortgages.
<b>Investment Pool</b>	An entity created under government code to invest public funds jointly on behalf of entities participating in the pool and whose investment objectives, in order of priority, are: preservation and safety of principal; liquidity; and yield.
<b>Interest Rate Risk</b>	The uncertainty that the value of the instrument may fluctuate in value in response to changes in interest rates; mitigated by holding the instrument whenever possible to maturity.
<b>Investments</b>	Securities and other assets acquired primarily for the purpose of obtaining income or profit.
<b>Lone Star Investment Pool</b>	The Lone Star Investment Pool (LSIP) is a public funds investment pool administered by First Public, LLC.
<b>Liquidity</b>	Degree of availability of an asset; ease of converting the asset to cash.



<b>Liquidity Risk</b>	The risk that the investment may not be sold immediately-before it matures- at its market value.
<b>Market Value</b>	Value of an agency security if you were to sell that security on a given date. Market value changes daily, and normally increases as the maturity date of the security instrument approaches.
<b>Market Risk</b>	The risk that market prices will fall and threaten liquidity.
<b>Maturity Date</b>	The date the principal amount of a security becomes due and payable
<b>Par Value</b>	Redemption value printed on the face of the certificate. Par value = face value; and the par value of a security is different than its market value.
<b>Portfolio Risk</b>	The risk that remains after taking into account the risk-reducing effects of combining securities into a portfolio that efficiently balances its risks with its rate of return.
<b>Purchase Date</b>	The date of the initial purchase of the financial investment.
<b>Risks</b>	[Definitions can be found under individual listings.] Types of risk include: <ul style="list-style-type: none"> <li>• Credit risk</li> <li>• Interest rate risk</li> <li>• Liquidity risk</li> <li>• Market risk</li> <li>• Portfolio risk</li> <li>• Volatility risk</li> </ul>
<b>Safety of Principal</b>	The primary concern and responsibility of the Department's Board and investment officers is the preservation of assets. Cash is invested with the objective of the probable income to be derived, but, more importantly, the safety of the original capital.
<b>Sold Date</b>	The date the financial instrument is sold prior to the maturity date.
<b>Standard of Care</b>	In the administration of the duties of an investment officer, the designated investment officer(s) shall exercise the judgment and care, under prevailing circumstances that a person of prudence, discretion, and intelligence would exercise in the management of their own affairs.
<b>Sterling Bank Overnight</b>	Sterling Bank SDIT Government Portfolio Class C, this is an unsecured money market account in which equalization funds in

<b>Sweep Account</b>	excess of \$350,000 remaining in Sterling Bank checking accounts at the end of the business day and matured securities in our safekeeping account are invested.
<b>TexPool</b>	The Texas Local Government Investment Pool is a public fund investment pool overseen by the State Comptroller's office and currently managed by Lehman Brothers and Federated Investors.
<b>Treasury Zero</b>	Treasury bills are short-term obligations issued with a term of one year or less. Treasury Zero bills are sold at a discount from face value and do not pay interest until maturity. Schedule 13 Continued
<b>U.S. Agency Securities</b>	The federal government has established approximately 20 different agencies and instrumentalities to channel funds to particular sectors of the economy U.S. Agency securities are purchased directly by the department from investment brokerage firms registered to do business with the Department. These securities are issued in the Department's name, cleared through the Federal Reserve Bank system, and held in safekeeping by a third party.
<b>Volatility Risk</b>	The risk that market prices will move significantly and increase market risk.
<b>Weighted Average to Maturity (WAM)</b>	The average time it takes for securities in a portfolio to mature, weighted in proportion to the dollar amount that is invested in the portfolio. Weighted average maturity measures the sensitivity of fixed-income portfolios to interest rate changes. Portfolios with longer WAMs are more sensitive to changes in interest rates because the longer an investment is held, the greater the opportunity for interest rates to move up or down and affect the performance of the investment.
<b>Wells Fargo Money Market Funds</b>	Wells Fargo Money Market Funds are unsecured money market accounts where the Public Facilities Corporation funds are kept unless otherwise invested.
<b>Yield-Current</b>	Rate of return on investment as a % of market price including accrued interest.
<b>Yield to Maturity</b>	The current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

# Minutes

**Harris County Department of Education  
Minutes of Feasibility Committee Workshop  
October 16, 2019**

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The Harris County Board of School Trustees Feasibility Committee met on October 16, 2019, in room 410, 6300 Irvington Boulevard, Houston, Texas. Don Sumners called the meeting to order at 11:08 a.m. and declared that the meeting was duly called, and that notice of the meeting was posted in accordance with the Texas Open Meetings Act, Gov't. Code §551.041 and §551.051.

<b>Board Members Present:</b>	Josh Flynn, Board President; Don Sumners; Danny Norris; Mike Wolfe
<b>Board Members Absent:</b>	George Moore, Board Vice President; Eric Dick; Richard Cantu
<b>Board Attorney:</b>	Sarah Langlois
<b>Administration:</b>	James Colbert, Jr., County School Superintendent; Danielle Bartz, Chief of Staff; Jesus Amezcua, Assistant Superintendent for Business Services
<b>Visitors:</b>	Colleen Vera

*1. Open Meeting*

*2. Discussion of potential scholarships, sponsorships, and grants for Harris County school districts.*

*EXECUTIVE SESSION: Under the Texas Government Code, pursuant to any and all purposes permitted by Sections 551.001-551-084, including, but not limited to: 551.071.*

*No executive session was held.*

*Motion made by Josh Flynn, seconded by Danny Norris to adjourn meeting.*

*Motion to adjourn passes with 4-0 voting to adjourn.*

*The meeting adjourned at 11:42 a.m.*

*No action was taken during this committee meeting.*

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Board President

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Board Secretary

# Action Items

**Regular Board Meeting****6.C.1.****Meeting Date:** November 20, 2019**Title:** CASE for Kids 21st CCLC Cycle 10, Year 2 Interlocal Agreements for FY 2019-2020**Submitted For:** Lisa Caruthers, Case for Kids**Submitted By:** Kimberlee Flowers**Recommended Action:** Approve**HCDE Goal(s):** 3.  
Advocate  
for  
learners  
through  
innovation**Additional Resource Personnel:** Danielle Bartz, Dr. Lisa Caruthers, Dr. Jesus Amezcua, Bill Monroe, Kendra Jackson**Facilities/Technology Approval Needed?:****Information****Posted Agenda Item:**

**Interlocal (expenditure) contract for FY 2020 CASE for Kids 21st Century Community Learning Center(s) Cycle 10, Year 2, in the aggregate amount of \$1,135,500 with the following entities:** Galena Park Independent School District in the amount of \$388,500 (330 students served), Sheldon Independent School District in the amount of \$373,500 (280 students served), Southwest Schools Charter School in the amount of \$129,500 (110 students served), Raul Yzaguirre Schools for Success Charter School in the amount of \$122,000 (85 students served), and Baker Ripley Promise School Charter in the amount of \$122,000 (85 students served).

**Subject:**

CASE for Kids 21st Century Community Learning Center(s) Cycle 10, Year 2 grant for FY 2020 Interlocal with Sheldon ISD, Galena Park ISD, Southwest Schools Charter School, BakerRipley Promise School Charter, and Raul Yzaguirre Schools for Success Charter School.

**Rationale:**

The purpose of this grant is to provide a Texas Education Agency 21st Century Community Learning Center(s) comprehensive afterschool program in the following school districts:

<b>District</b>	<b>School</b>	<b>Amount</b>	<b># Students Served</b>
Galena Park ISD	North Shore Elementary	129,500	110
Galena Park ISD	Tice Elementary	129,500	110
Galena Park ISD	Williamson Elementary	129,500	110
BakerRipley Charter	Promise School	122,000	85
Raul Yzaguirre Schools for Success	Houston STEM	122,000	85
Sheldon ISD	C.E. King High School	122,000	85
Sheldon ISD	C.E. King Middle School	122,000	85
Sheldon ISD	Royalwood Elementary	129,500	110
Southwest Charter Schools	Southwest Bissonnet	129,500	110

**Fiscal Impact****Attachments**

Southwest Schools  
Baker Ripley  
Galena Park ISD  
Raul Charter  
Sheldon ISD

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### Form Review

**Inbox**

CASE  
Purchasing Alternate  
Purchasing  
Assistant Superintendent - Business  
Form Started By: Kimberlee Flowers  
Final Approval Date: 11/04/2019

**Reviewed By**

Lisa Caruthers  
Kendra Jackson  
Bill Monroe  
Jesus Amezcua

**Date**

10/28/2019 05:15 PM  
11/01/2019 10:43 AM  
11/01/2019 03:36 PM  
11/04/2019 09:46 PM  
Started On: 10/28/2019 01:33 PM

**INTERLOCAL CONTRACT  
BETWEEN  
HARRIS COUNTY DEPARTMENT OF EDUCATION  
AND  
SOUTHWEST SCHOOLS**

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Contract ("Contract") is entered into by and between Harris County Department of Education ("HCDE") and **Southwest Schools** ("CHARTER") for the purpose of providing 21<sup>st</sup> Century Community Learning Centers/Texas ACE Cycle 10 Year 2 ("afterschool program") at select site(s) within the CHARTER.

**I. PURPOSE**

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

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



services in core academic areas, e.g. reading and literacy, mathematics, and science.

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

## **II. TERM**

This Contract shall be for the period beginning August 1, 2019, and ending July 31, 2020. Subject to the receipt of sufficient funds from the Texas Education Agency for 21<sup>st</sup> Century Community Learning Centers by HCDE and HCDE's written approval, this Contract may be renewed for additional year(s).

## **III. PROGRAM DESCRIPTION AND REQUIREMENTS**

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

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

1. Assist in the preparation of contracts, financial reports, requisitions, and inventory;

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

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

26. Provide a minimum of 5% of leveraging funds, including in-kind, to further support the Texas ACE Cycle 10 program.

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

verification of employment status for employees, receipts and invoices for supplies, and copies of contracts for contracted services purchased.

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

since the beginning of the year. The CHARTER will also report all sources of funding for the program(s) and the total cost of the program(s) to HCDE.

- N. The CHARTER agrees to obtain and assess criminal history record information for each employee or volunteer used in the Center(s) and to use only those persons fit to work with students.
- O. CHARTER agrees that it will comply with the assurances, certifications, and disclosures provided by Texas Education Agency, including the "General Provisions & Assurances," "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions," "Lobbying Certification", "Disclosures of Lobbying Activities", "Every Student Succeeds Act (ESSA) Provisions and Assurances" and "Program-Specific Provisions & Assurances", which are attached hereto as Exhibit D and incorporated by reference into this Contract.
- P. The CHARTER further agrees that it will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protections Agency regulations (40 CFR part 15), and mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- Q. The CHARTER agrees that the certifications and agreements included in the HCDE Vendor Certification Forms, attached hereto as Exhibit A and incorporated by reference in the agreement for all purposes, is true and correct.
- R. The CHARTER agrees to provide the after-school program to at least the number of students and parents indicated on Exhibit C attached to the Contract. The CHARTER further agrees that if any time after November 18, 2019, the HCDE CASE for Kids Director determines that there is less than 60% of the agreed-upon students and/or parents in the afterschool program/Center (the numbers on Exhibit C), HCDE may withhold and reserve up to one-third of the budget (Exhibit B of the Contract) that it would have otherwise paid to the CHARTER and use those funds, in HCDE's sole discretion, to try to increase student and/or parent participation. The CHARTER agrees and understands that this will result in receipt by the CHARTER of up to one-third less funds than the CHARTER would have received under the Contract as specified in Exhibit B. Upon January 1, 2020, if less than 50% of the budget is not allocated for program expenditures, HCDE reserves the right to reduce the CHARTER's operating budget for the spring term and in subsequent grant years, as applicable.

#### **IV. COMPENSATION AND FUNDING**

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

- \$129,500.00 for providing the Center in accordance with Section III and this Contract at Southwest Bissonnet

The CHARTER must submit an itemized monthly statement detailing expenses with supporting documentation for the Center(s) in order to receive payment of these expenses. HCDE will pay the CHARTER within 60 days of receiving sufficient funds as described below. Only invoices for allowable expenses, per grant fiscal guidelines, incurred during the term of this Contract will be paid by HCDE. The CHARTER waives any statutory right to interest the CHARTER may have under Chapter 2251 of the Texas Government Code. The CHARTER may be eligible for a prorated amount, in HCDE's sole discretion, if the CHARTER is unable to maintain its Center(s) in accordance with the site description. Included in these requirements are: the number of Centers in the CHARTER where the Center programs are provided; the number of students and adults served in the CHARTER by the Center programs; and fulfillment of the total number of days of providing service. It is expected that the Center will expend a minimum of 90% of the total grant award outlined herein. The CHARTER agrees that if any time after January 31, 2020, the HCDE CASE for Kids Director determines that the CHARTER does not have a realistic action plan to expend at least 90% of the grant award amount, HCDE may withhold and reserve up to one-third of the budget (Exhibit B) that would have otherwise been paid to the CHARTER and use those funds, in HCDE's sole discretion, to allocate allowable expenses to support the afterschool program/Center, in accordance with the grant fiscal guidelines and procedures. HCDE will notify the CHARTER at least two weeks prior to re-allocation/withholding of funds from the CHARTER in support of the afterschool program/Center.

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

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

## **VI. PIGGYBACKING ON HCDE-PROCURED CONTRACTS**

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, the District may, in its

discretion, enter into separate and independent contracts with CASE Afterschool and Summer Direct Service Providers, procured by HCDE in accordance with Section 44.031 of the Texas Education Code, that employ the same negotiated terms and conditions contained in an existing contract(s) between HCDE and the Direct Service Provider.

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

#### **V. RELATIONSHIP**

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

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

#### **VI. TERMINATION**

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

#### **VII. AUTHORIZATION**

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

#### **VIII. NOTICE**



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

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

Attention: Ms. Janelle James  
Southwest Schools  
3333 Bering Dr.  
Houston, Texas 77057

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

#### **IX. GOVERNING LAW**

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

#### **X. VENUE**

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

#### **XI. ENTIRE AGREEMENT**

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

#### **XII. AMENDMENT**

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

#### **XIII. ASSIGNMENT**

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

#### **XIV. SEVERABILITY**

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

#### **XV. BENEFIT FOR SIGNATORY PARTIES ONLY**

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

#### **XVI. IMMUNITIES**

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_ of the Year 2019.

By:

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

By:

  
\_\_\_\_\_  
Ms. Janelle James  
Superintendent  
Southwest Schools

## EXHIBIT B

Southwest Schools/Bissonnet Elementary School
CASE for Kids 21st Century/Texas ACE Cycle 10, Year 2 Budget

### Personnel -- 6100

Site Director	\$ 40,800
Other Program Paras	\$ 8,500
Summer Para-Professionals	\$ 1,080
<b>Payroll</b>	<b>\$ 50,380</b>
Site Coordinator Fringe Benefits	\$ 2,856
Staff Fringe Benefits	\$ 671
<b>Fringe Benefits</b>	<b>\$ 3,527</b>
<b>Total Payroll Costs 6100</b>	<b>\$ 53,907</b>

### Professional & Contractual Services -- 6200

Professional Development	\$400
Other: Assistant Director	\$4,050
Topic: Academic Assistance	\$51,840
Topic: Enrichment	\$12,960
Topic: Other	\$2,500
<b>Total Professional &amp; Contractual Services 6200</b>	<b>\$ 71,750</b>

### Materials & Supplies -- 6300

Site Coordinator Office Supplies	\$ 600
Family Engagment Supplies	\$ 300
Program Consumable Supplies	\$ 100
<b>Total Materials &amp; Supplies 6300</b>	<b>\$ 1,000</b>

### Other Operating Costs -- 6400

Fieldtrip Transportation	\$ 1,500
Fieldtrip Admission	\$ 318
In-state Conference (OSTICON)	\$ 1,025
<b>Total Other Operating Costs 6400</b>	<b>\$ 2,843</b>

<b>Total:</b>	<b>\$ 129,500</b>
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# EXHIBIT C

## CENTER INFORMATION

Ctr #	9 Digit campus ID #	Name of Center/Host Site	Physical Address	City	Zip	Phone Number	# of Feeder Schools	Grade Levels Served (PK to 12)	# Students Served	# Adults Served
C10	760577751	Southwest Schools Bissonnet Elementary	8440 Bissonnet Street	Houston,	77074	713-988-5839	0	K-5	110	40

### Part 3: Center Operations Chart (one per center)

<b>Center Name:</b>		Southwest Schools Bissonnet Elementary											
<b>Program Operations</b>					<b>Fall Term</b>		<b>Spring Term</b>		<b>Summer Term</b>		<b>Total</b>		
Start Date (MM/DD/YY):					08/15/2019		12/09/2019		06/08/2020				
End Date (MM/DD/YY):					12/06/2019		05/29/2020		06/16/2020				
Total number of weeks (offering minimum # of weekly program hours)											42		
Program Schedule/Hours													
<b>Day of the Week</b>		<b>Fall Term</b>				<b>Spring Term</b>				<b>Summer Term</b>			
		<b>AM Start</b>	<b>AM End</b>	<b>PM Start</b>	<b>PM End</b>	<b>AM Start</b>	<b>AM End</b>	<b>PM Start</b>	<b>PM End</b>	<b>AM Start</b>	<b>AM End</b>	<b>PM Start</b>	<b>PM End</b>
Sunday													
Monday				4:00	7:00			4:00	7:00	8:00			1:00
Tuesday				4:00	7:00			4:00	7:00	8:00			1:00
Wednesday				4:00	7:00			4:00	7:00	8:00			1:00
Thursday				4:00	7:00			4:00	7:00	8:00			1:00
Friday				4:00	7:00			4:00	7:00				
Saturday													
<b>Total Hours Per Week</b>		15				15				20			
<b>Number of Saturdays Per Month:</b>													

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

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

Principles (GAAP). Capital Assets include: (a) Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; and (b) Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to Capital Assets that materially increase their value or useful life (not ordinary repairs and maintenance). (2 CFR §200.12).

If the Subrecipient purchases Capital Assets (furniture and/or equipment) with Subaward funds to accomplish the objective(s) of the project, title will remain with the Subrecipient for the period of the Subaward. The Agency reserves the right to transfer Capital Assets for Subrecipient noncompliance during the Subaward period or as needed after the ending date of the Subaward. This provision applies to any and all furniture and/or equipment regardless of unit price and how the item is classified in the Subrecipient's accounting record.

- **Capital Expenditures:** Expenditures to acquire Capital Assets or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to Capital Assets that materially increase their value or useful life. (2 CFR §200.13)
  - **Protected Personally Identifiable Information (PII):** An individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII that is required by law to be disclosed (2 CFR §200.82)
- B. **Contingency:** The agreement represented by this Subaward is executed by the Agency subject to the availability of funds appropriated by legislative act for the purposes stated. All Amendments and/or extensions or subsequent Subaward agreements entered into for the same or continued purposes are executed contingent upon the availability of appropriated funds. Notwithstanding any other provision in this Subaward agreement or any other document, this Subaward agreement is void upon appropriated funds becoming unavailable. In addition, this Subaward agreement may be terminated by the Agency at any time for any reason upon notice to the Subrecipient. Expenditures and/or activities for which the Subrecipient may claim reimbursement shall not be accrued or claimed subsequent to receipt of such notice from the Agency. This Subaward agreement may be extended or otherwise amended only by formal written Amendment properly executed by both the Agency and the Subrecipient. No other agreement, written or oral, purporting to alter or amend this Subaward shall be valid.
- C. **Subrecipient's Application:** Furnished to the Agency in response to a request for Application, is incorporated in this Subaward by reference for all necessary purposes. It is specifically provided; however, that the provisions of this Subaward shall prevail in all cases of conflict arising from the terms of the Subrecipient's Application whether such Application is a written part of this Subaward or is attached as a separate document.
- D. **Requirements, Terms, Conditions, and Assurances:** Stated in the Request for Application, in response to which the Applicant is submitting this Application, and are incorporated herein by reference for all purposes. The instructions to the Standard Application System, as well as the General and Fiscal Guidelines and Program Guidelines, are incorporated herein by reference.
- E. **Signature Authority; Final Expression; Superseding Document:** The Applicant certifies that the person signing or certifying and submitting this Application has been properly delegated this authority. The Subaward represents the final and complete expression of the terms of agreement between the parties. The Subaward supersedes any previous understandings or negotiations between the parties. Any representations, oral statements, promises, or warranties that differ from the Subaward shall have no force

or effect. The Subaward may be modified, amended, or extended only by formal written Amendment properly executed by both TEA and the Subrecipient.

- F. **State of Texas Laws:** In the conduct of the Subaward Project, the Subrecipient shall be subject to Texas State Board of Education and Commissioner rules pertaining to this Subaward and the Subaward Project and to the laws of the State of Texas governing this Subaward and the Subaward Project. This Subaward constitutes the entire agreement between the Agency and the Subrecipient for the accomplishment of the Subaward Project. This Subaward shall be interpreted according to the laws of the State of Texas except as may be otherwise provided for in this Subaward.

- G. **Monitoring:** Desk reviews, on-site monitoring reviews, arranging for agreed-upon-procedures engagements, and training and technical assistance on program-related matters may be conducted by the Agency to determine compliance with the approved Application and the applicable statute(s), law(s), regulations, and guidelines.

TEA conducts federal fiscal Grant Subrecipient monitoring and compliance reviews, and implements related remedies for noncompliance, in accordance with its established policies and procedures. These policies and procedures incorporate best practices and standards that may be similar to common auditing standards, but the Agency does not apply a specific set of external standards, such as the US Government Accountability Office's Generally Accepted Government Auditing Standards (Yellow Book), nor is it required to do so.

- H. **Specific Conditions:** If TEA identifies, in its sole determination, a grantee as posing a level of risk identified by the agency's risk criteria, the grantee has a history of failure to comply with the terms and conditions of the grant award, the grantee fails to meet performance goals, or is not otherwise responsible then TEA may impose additional specific award conditions on any grant award. (2 CFR 200.207).

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

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

- I. **Notification of Specific Conditions:** Upon placing a specific condition or high-risk Grantee identification, TEA must notify the Grantee of 1) the nature of the additional requirements, 2) the reason for the additional requirements, 3) the action needed to remove the additional requirement, if applicable, 4) the timeline for completing the additional requirements, and 5) the method for requesting reconsideration of the additional requirements being imposed. Any specific conditions must be promptly removed once the deficiency has been corrected. (2 CFR 200.207)

- J. **Remedies for Noncompliance:** If TEA determines that noncompliance cannot be corrected by imposing the specific conditions, TEA may take one or more of the following remedies for noncompliance actions, as appropriate in the circumstances. 1) temporarily withhold cash payments pending correction of the deficiency, 2) disallow all or part of an activity or action not in compliance, 3) wholly or partly suspend or terminate the grant award, 4) initiate suspension or disbarment proceedings under 2 CFR 180, 5) withhold further grant awards for the project, or 6) take other remedies that may be legally available. (2 CFR 200.338)

- K. **Notification of Remedies for Noncompliance and Opportunity for Hearing:** Upon taking any remedy for non-compliance, TEA must provide the Subrecipient an opportunity to object and provide information and documentation challenging the suspension or termination action. (2 CFR 200.341)

- L. **Subaward Cancellation, etc.:** If this Subaward is canceled, terminated, or suspended by the Agency prior to its expiration date, the reasonable monetary value of services properly performed by the Subrecipient pursuant to this Subaward prior to such cancellation, termination, or suspension shall be determined by the Agency and paid to the Subrecipient as soon as reasonably possible.
- M. **Indemnification:** The Subrecipient, to the extent permitted by law, shall hold the Agency harmless from and shall indemnify the Agency against any and all claims, demands, and causes of action of whatever kind or nature asserted by any third party and occurring or in any way incident to, arising from, or in connection with, any acts of the Subrecipient, its agents, employees, and subcontractors, done in the conduct of the Subaward Project.
- N. **Encumbrances/Obligations and Liquidations:** All encumbrances/obligations shall occur on or between the beginning and ending dates of the Subaward unless pre-award costs are expressly permitted for the individual Grant program. In general, goods or services delivered near the end of the Grant period may be viewed by TEA as not necessary to accomplish the objectives of the current Grant program; however, TEA will evaluate such expenditures on a case-by-case basis. A TEA monitor or an auditor may disallow those expenditures if the Grantee is unable to (1) document the need for the expenditures, (2) demonstrate that program beneficiaries receive benefit from the late expenditures, or (3) negate the appearance of "stockpiling" supplies or equipment. The Subrecipient must receive the benefit and liquidate (record as an expenditure) all obligations incurred under the Subaward no later than the revised final expenditure report due date. An encumbrance cannot be considered an expenditure or accounts payable until the goods have been received and the services have been rendered. Obligations that are liquidated and recognized as expenditures must meet the allowable cost principles in 2 CFR Part 200 of EDGAR (as applicable) and program rules, regulations, and guidelines contained elsewhere. This provision applies to all Grant programs, including state and federal, discretionary and formula.
- O. **Financial Management and Accounting:** The Subrecipient assures it will maintain a financial management system that provides for the following: (1) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, name of the Federal Agency, and name of the pass-through entity, if any. (2) Accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with the reporting requirements set forth in 2 CFR §§200.327 Financial reporting and 200.328 Monitoring and reporting program performance. If a Federal awarding Agency requires reporting on an accrual basis from a recipient that maintains its records on other than an accrual basis, the recipient must not be required to establish an accrual accounting system. This recipient may develop accrual data for its reports on the basis of an analysis of the documentation on hand. Similarly, a pass-through entity must not require a Subrecipient to establish an accrual accounting system and must allow the Subrecipient to develop accrual data for its reports on the basis of an analysis of the documentation on hand. (3) Records that identify adequately the source and Application of funds for federally- funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation. (4) Effective control over, and accountability for, all funds, property, and other assets. The non- Federal entity must adequately safeguard all assets and assure that they are used solely for authorized purposes. See 2 CFR §200.303 Internal controls. (5) Comparison of expenditures with budget amounts for each Federal award. (6) Written procedures to implement the requirements of 2 CFR §200.305 Payment. (7) Written procedures for determining the allowability of costs in accordance with Subpart E—Cost Principles of this part and the terms and conditions of the Federal award. (2 CFR §200.302(b)(7)).  
Public school districts, open-enrollment charter schools, and regional education service centers in Texas must comply with the accounting requirements in the Financial Accounting



and Reporting (FAR) module of the *Financial Accountability System Resource Guide*, Texas Education Agency.

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

agreements shall be provided to TEA promptly upon request.

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

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

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

- v. **Unfair Business Practices:** By signing this Subaward, the Subrecipient, if other than a state Agency, certifies that the Subrecipient, within the preceding 12 months, has not been found guilty, in a judicial or state Agency administrative proceeding, of unfair business practices. The Subrecipient, if other than a state Agency, also certifies that no officer of its company has, within the preceding 12 months, served as an officer in another company which has been found, in a judicial or state Agency administrative proceeding, to be guilty of unfair business practices.
- The Subrecipient, whether a state Agency or not a state Agency, certifies that no funds provided under this Subaward shall be used to purchase supplies, equipment, or services from any companies found to be guilty of unfair business practices within 12 months from the determination of guilt.
- w. **Subcontracting:** The Subrecipient shall not assign or subcontract any of its rights or responsibilities under this Subaward, except as may be otherwise provided for in this Application, without prior formal written approval Granted as an Amendment to this Subaward properly executed by both the Agency and the Subrecipient.
- x. **Use of Consultants:** Notwithstanding any other provision of this Application, Applicant shall

not use or pay any consultant in the conduct of this Application if the services to be rendered by any such consultant can be provided by Applicant's employees.

- Y. **Disposition of Equipment and Supplies:** If Capital Expenditures are used to purchase Capital Assets, the Subrecipient must request disposition instructions from the Agency before disposing of the equipment and/or supplies. Disposition will be made in accordance with 2 CFR §§200.313 and 200.314 as applicable.
- Z. **Agency Property (Terms):** In the event of loss, damage, or destruction of any property owned by or loaned by the Agency while in the custody or control of the Subrecipient, its employees, agents, consultants, or subcontractors, the Subrecipient shall indemnify the Agency and pay to the Agency the full value of or the full cost of repair or replacement of such property, whichever is the greater, within 30 days of the Subrecipient's receipt of written notice of the Agency's determination of the amount due. This provision applies whether the property is developed or purchased by the Subrecipient pursuant to this Subaward or is provided by the Agency to the Subrecipient for use in the Subaward Project. If the Subrecipient fails to make timely payment, the Agency may obtain such money from the Subrecipient by any means permitted by law, including but not limited to offset or counterclaim against any money otherwise due to the Subrecipient by the Agency.
- AA. **Travel Costs:** Amounts authorized for maximum recovery for travel costs against any state or federal funding source are restricted to those amounts which are approved in the State of Texas appropriations bill in effect for the particular obligation. Any amount over this limit must come from local funding sources. Applicant must recover funds at a lesser rate if local policy amounts are less than the maximum allowed by the state. Out-of-state travel may not exceed the federal government rate for the locale. Reimbursement of travel costs is based on actual expenses. Travel allowances are unallowable.
- BB. **Funds for Religious Worship, Instruction:** No funds will be used to pay for religious worship, instruction, or proselytization, or for any equipment or supplies for such, or for any construction, remodeling, repair, operation, or maintenance of any facility or part of a facility to be used for religious worship, instruction, or proselytization (34 CFR §76.532)
- CC. **Disclosure of Gifts and Campaign Contributions:** The Grantee shall file disclosures of gifts and campaign contributions as required by State Board of Education Operating Rule 4.3, which is incorporated as if set out in full. The Grantee has a continuing obligation to make disclosures through the term of the Subaward. Failure to comply with State Board of Education Operating Rule 4.3 is grounds for canceling the Subaward agreement.
- DD. **Submission of Audit Reports to TEA:** Grantees agree to submit audit report(s) consistent with the requirements of 2 CFR Part 200, Subpart F of EDGAR, including the reporting package described in §200.512, to the Federal Audit Clearinghouse (FAC). Also by section 44.008 of the Texas Education Code (TEC), Grantees also agree to submit audit reports to TEA Division of Financial Compliance (DFC) in the time and manner requested by the Agency.

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

- EE. **Federal Rules, Laws, and Regulations That Apply to All Federal Programs:** The Subrecipient shall be subject to and shall abide by all federal laws, rules, and regulations pertaining to the Subaward Project, including but not limited to:
  - 1. **Americans With Disabilities Act, Public Law (P.L.) 101-336, 42 United States**

- Code (USC) section 12101, and the regulations effectuating its provisions contained in 28 CFR Parts 35 and 36, 29 CFR Part 1630, and 47 CFR Parts 0 and 64.
2. **Title VI of the Civil Rights Act of 1964**, as amended (prohibition of discrimination by race, color, or national origin), and the regulations effectuating its provisions contained in 34 CFR Part 100.
  3. **Title IX of the Education Amendments of 1972**, as amended (prohibition of sex discrimination in educational institutions) and the regulations effectuating its provisions contained in 34 CFR Part 106, if the Subrecipient is an educational institution.
  4. **Section 504 of the Rehabilitation Act of 1973**, as amended (nondiscrimination on the basis of handicapping condition), and the regulations effectuating its provisions contained in 34 CFR Parts 104 and 105.
  5. **Age Discrimination Act of 1975**, as amended (prohibition of discrimination on basis of age), and any regulations issued thereunder, including the provisions contained in 34 CFR Part 110.
  6. **Family Educational Rights and Privacy Act (FERPA) of 1975**, as amended (ensures access to educational records for students and parents while protecting the privacy of such records), and any regulations issued thereunder, including **Privacy Rights of Parents and Students** (34 CFR Part 99), if the Subrecipient is an educational institution (20 USC 1232g).
  7. Section 509 of H.R. 5233 as incorporated by reference in P.L. 99-500 and P.L. 99-591 (**prohibition against the use of federal Grant funds to influence legislation pending before Congress**).
  8. **Pro-Children Act of 2001**, which states that no person shall permit smoking within any indoor facility owned or leased or contracted and utilized for the provision of routine or regular kindergarten, elementary, or secondary education or library services to children (P.L. 107-110, section 4303[a]). In addition, no person shall permit smoking within any indoor facility (or portion of such a facility) owned or leased or contracted and utilized for the provision of regular or routine health care or day care or early childhood development (Head Start) services (P.L. 107-110, Section 4303[b][1]). Any failure to comply with a prohibition in this Act shall be considered to be a violation of this Act and any person subject to such prohibition who commits such violation may be liable to the United States for a civil penalty, as determined by the Secretary of Education (P.L. 107-110, section 4303[e][1]).
  9. **Fair Labor Standards Act (29 USC 207)**, **Davis Bacon Act (40 USC 276[a])**, and **Contract Work Hours and Safety Standards Act (40 USC 327 et seq.)**, as applicable, and their implementing regulations in 29 CFR 500-899; 29 CFR Parts 1, 3, 5, and 7; and 29 CFR Parts 5 and 1926, respectively.
  10. P.L. 103-227, Title X, Miscellaneous Provisions of the GOALS 2000: Educate America Act; P.L. 103-382, Title XIV, General Provisions of the Elementary and Secondary Education Act, as amended; and General Education Provisions Act, as amended.
  11. **Prohibition of Text Messaging and Emailing while Driving during Official Federal Grant Business**: Personnel funded from federal Grants and their subcontractors and Subgrantee are prohibited from text messaging while driving an organization-owned vehicle, or while driving their own privately owned vehicle during official Grant business, or from using organization-supplied electronic equipment to text message or email while driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership On Reducing Text Messaging While Driving," October 1, 2009 (pursuant to provisions attached to federal Grants funded by the US Department of Education).
  12. **Trafficking Victims Protection Act of 2000 (TVPA)**, as amended (22 USC 7104[g]): In accordance with 2 CFR 175, this award may unilaterally be terminated, without penalty, if Subrecipient or an employee of Subrecipient violates any of the

applicable prohibitions of this award term through conduct that is either associated with performance under this award or imputed to Subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 CFR 85.630. Subrecipient and Subrecipient's employees may not i) Engage in severe forms of trafficking in persons during the period of time that the award is in effect; ii) Procure a commercial sex act during the period of time the award is in effect; or iii) Use forced labor in the performance of the award or Subaward under the award. Subrecipient must inform the proper authorities and Agency immediately of any information it receives from any source alleging a violation of the applicable prohibitions of this award term. In addition to all other remedies for noncompliance that are available to the Agency under this award, Subrecipient must include the requirements of this provision in any Subaward made to a private entity.

**FF. Federal Regulations Applicable to All Federal Programs:**

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

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

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

1. **Applicability:** That the local educational Agency will administer each program covered by the Application in accordance with all applicable statutes, regulations, program plans, and Applications (20 USC 1232(e));
2. **Public Agency Control:** That the control of funds provided to the local educational Agency under each program, and title to property acquired with those funds, will be in a public Agency and that a public Agency will administer those funds and property (20 USC 1232(e));
3. **Sound Accounting:** That the local educational Agency will use fiscal control and fund accounting procedures that will ensure proper disbursement of, and accounting for, Federal funds paid to that Agency under each program (20 USC 1232(e));
4. **Access to Records:** That the local educational Agency will make reports to TEA and to the Secretary of Education as may reasonably be necessary to enable TEA and the Secretary to perform their duties and that the local educational Agency will maintain such records, including the records required under 20 USC 1232(f), Education Records, and provide access to those records, as TEA or the Secretary deem necessary to perform their duties (20 USC 1232(e));
5. **Participation in Planning:** That the local educational Agency will provide reasonable opportunities for the participation by teachers, parents, and other interested agencies, organizations, and individuals in the planning for and operation of each program (20 USC 1232(e));
6. **Availability of Information:** That any Application, evaluation, periodic program plan or report relating to each program will be made readily available to parents and other members of the general public (20 USC 1232(e));
7. **Construction:** That in the case of any project involving construction-  
(A) the project is not inconsistent with overall State plans for the construction of school facilities, and  
(B) in developing plans for construction, due consideration will be given to excellence of architecture and design and to compliance with standards prescribed by the Secretary under section 794 of title 29 in order to ensure that facilities

constructed with the use of Federal funds are accessible to and usable by individuals with disabilities (20 USC 1232(e));

8. **Sharing Information:** That the local educational Agency has adopted effective procedures for acquiring and disseminating to teachers and administrators participating in each program significant information from educational research, demonstrations, and similar projects, and for adopting, where appropriate, promising educational practices developed through such projects (20 USC 1232(e)); and
9. **Direct Financial Benefit:** That none of the funds expended under any applicable program will be used to acquire equipment (including computer software) in any instance in which such acquisition results in a direct financial benefit to any organization representing the interests of the purchasing entity or its employees or any affiliate of such an organization (20 USC 1232(e)).
10. **Prohibition of Funds for Busing:** No funds appropriated for the purpose of carrying out any applicable program may be used for the transportation of students or teachers (or for the purchase of equipment for such transportation) in order to overcome racial imbalance in any school or school system, or for the transportation of students or teachers (or for the purchase of equipment for such transportation) in order to carry out a plan of racial desegregation of any school or school system, except for funds appropriated pursuant to title VIII of the Elementary and Secondary Education Act of 1965 [20 U.S.C. 7701 et seq.], but not including any portion of such funds as are attributable to children counted under section 8003(d) of such Act [20 U.S.C. 7703(d)] or residing on property described in section 8013(10) of such Act [20 U.S.C. 7713(10)] (20 USC 1228).

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

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

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

- LL. **Test Administration and Security:** This Subaward is executed by the Agency subject to assurance by the Subrecipient that it has at all times been and shall remain in full compliance with Title 19, Texas Administrative Code Chapter 101, and all requirements and procedures for maintaining test security specified in any test administration materials in the possession or control of the Subrecipient, or any school, campus, or program operated by the Subrecipient. Notwithstanding any other provision in this Subaward or any other document, this Subaward is void upon notice by the Agency, in its sole discretion, that the Subrecipient or any school, campus, or program operated by the Subrecipient has at any time committed a material violation of Title 19, Texas Administrative Code Chapter 101, or any requirement or procedure for maintaining test security specified in any test administration materials in the possession or control of the Subrecipient, or any school, campus, or program operated by the Subrecipient. Expenditures and/or activities for which the Subrecipient may claim reimbursement shall not be accrued or claimed subsequent to receipt of such notice from the Agency.
- MM. **Social Security Numbers:** Social security numbers will not be provided by TEA as a part of this agreement. TEA is not requiring or requesting school districts or other Grantees to provide social security numbers as a part of this agreement.
- NN. **Student-Identifying Information:** The Subrecipient agrees that in executing tasks on behalf of TEA, the Subrecipient will not use any student-identifying information in any way that violates the provisions of FERPA and will destroy or return all student-identifying information to TEA within 30 days of project completion.
- OO. **Protected Personally Identifiable Information (Protected PII):** The Subrecipient agrees to take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding Agency or pass-through entity designates as sensitive or the non-federal entity considers sensitive consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality.
- PP. The Subrecipient assures that the Grantee Manager and/or Grantee Official, or such person using the Grantee Manager or Grantee Official's credentials, has been authorized by the Subrecipient organization to enter the organization into legally binding agreements for grant payment purposes prior to the Grantee Manager or Grantee Official certifying and submitting expenditure payment requests in the TEA Expenditure Reporting (ER) System.

Revised 02/2019

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

### Statutory & Program Assurances

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

- The applicant provides assurance that program funds will supplement (increase the level of service), and not supplant (replace) state mandates, State Board of Education rules, and activities previously conducted with state or local funds. The applicant provides assurance that state or local funds may not be decreased or diverted for other purposes merely because of the availability of these funds. The applicant provides assurance that program services and activities to be funded from this grant will be supplementary to existing services and activities and will not be used for any services or activities required by state law, State Board of Education rules, or local policy.
- The applicant provides assurance that the application does not contain any information that would be protected by the Family Educational Rights and Privacy Act (FERPA) from general release to the public.
- The applicant provides assurance they accept and will comply with Every Student Succeeds Act Provisions and Assurances requirements.
- The applicant provides assurance that proof of nonprofit status will be submitted with the grant application, if applicable.
- The applicant provides assurance that the program will take place in a safe facility that is properly equipped and accessible to participants and family members.
- The applicant provides assurance that the proposed program was developed, and will be carried out in active collaboration with the schools that participating students attend, including through the sharing of relevant data among schools, all participants of the eligible entity, and any partnership entities in compliance with applicable laws relating to privacy and confidentiality and in alignment with the challenging state academic standards and any local academic standards.
- The applicant provides assurance that the program will target students who primarily attend schools eligible for schoolwide programs under ESEA as amended by ESSA, Section 1114, and the families of such students.
- The applicant will adhere to the level of services in the approved application and in the agreed-upon center operation schedules and will provide those services to eligible students through this and all continuation and renewal grant periods, as applicable. Applicant acknowledges that proposed amendments that reduce the level of services to below the Year 1 awarded application will be approved only in extreme or unusual circumstances and that failure to adhere to service levels and student targets will result in reduced funding during the subsequent continuation grant period. Grant funds remaining unexpended at the end of the expenditure reporting period for the grant award will not be made available by TEA to supplement continuation grant awards.
- The applicant provides assurance that services for students and families will begin no earlier than August 1, 2019, and no later than September 3, 2019.
- The applicant assures that services will be provided at no cost to participants. Applicants are prohibited from collecting fees, including late pickup fees or any other fee.
- The applicant assures that activities will be supervised at all times by qualified staff at adult to student ratios that meet or exceed TEC Chapter 25, Subchapter D requirements or other state required ratios as applicable.
- The applicant will adhere to a TEA-approved schedule that meets or exceeds program service requirements at each center and that provides a consistent and dependable schedule of weekly activities for all students enrolled.
  - A minimum of 35 weeks per year across all terms, including summer. TEA will count only the weeks in which a center offered the minimum number of hours-per-week toward the 35-week total. Make-up hours will be credited. The week runs from Sunday through Saturday.
  - A minimum of four days per week for the fall and spring terms
  - A minimum of 12 hours per week (applicants should not propose to offer more than 20 hours of programming per week). Note: Transportation time that exceeds 30 minutes per-day shall not be counted towards minimum hours-per-week of programming.



- A minimum of six weeks and four hours per day, four days per week during the summer term. Continuous weeks are not required. Applicants may offer four weeks of summer programming during the grant period that ends July 31, 2020, but if approved, the grantee must offer two weeks of summer programming in the subsequent continuation period between August 1, 2020, and the first student attendance day for the 2020 -2021 school year.
  - Hours dedicated to program activities for adult family members will not count toward student programming.
- The applicant assures that center-level activities will be a minimum of 45 consecutive minutes in length and planned for each hour that a center is operating. Activities will be intentionally designed to address student needs and student

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

- The applicant assures that academic, academic enrichment, accelerated learning, and tutoring activities will align with the regular school day program and state standards. Enrichment activities will enhance the academic-related activities of the regular day and/or be aligned with a documented student or campus need.
- The applicant assures that all activities will occur at an approved center or, on a limited and pre-approved basis, at an adjunct site or during an approved field trip. Activities at a non-approved location, such as a feeder school, are unallowable and will not be charged to the grant.
- The applicant will offer families of students served by the program opportunities for active and meaningful engagement in their children's education and opportunities for literacy and related educational development. Family activities will be designed to meet the identified needs of each center's families and students; the needs of working families will be specifically addressed. Activities will be ongoing and consistently available throughout each term. The number of family members served will be proportional to the targeted number of students.
- The applicant assures that all required staff positions will regularly participate in training and other opportunities offered by the Texas ACE program. In addition, the applicant will regularly provide program-specific in-person training to center-level staff and will document the content and attendance of training events.
- The applicant assures that all required staff positions will regularly participate in training and other opportunities offered by the Texas ACE program. In addition, the applicant will regularly provide program-specific in-person training to center-level staff and will document the content and attendance of training events.
- The applicant will cooperate with TEA and its contractors in conducting state-required activities, including but not limited to program implementation monitoring, statewide evaluation, compliance, technical assistance, and capacity building.
- The applicant assures that local grant programs will include the Texas ACE logo in all outreach and communication materials and the grantee will comply with Texas ACE branding guidelines.
- The applicant agrees to submit required data for state program evaluation, compliance monitoring, and federal reporting in the format and timeline provided by TEA. Grantee agrees to submit required logic models, sustainability plans, program evaluation reports, and any other required reports or products in accordance with the format provided by TEA.
- The applicant will adhere to the Texas 21st Century Student Tracking (Tx21st) system data reporting requirements Grantee Profile, Funding, Contacts, Partner, Center Profiles, Center Contacts, Center Operations, Feeder Schools, Activities, and Schedule data will be entered in August and will be updated as changes in any of the data occur. Center Operations data will be updated at the beginning of each term. Data entered in the system must support the approved application and operating schedule.
  - Participant and enrollment data will be entered in August or September, depending on the center schedule.

- Attendance data will be entered daily or weekly.
  - Exception reports and data corrections will be completed and reviewed by the project director
  - The applicant will coordinate with the school district to collect and enter school day attendance and grades data into Tx21st.
- The applicant agrees to conduct annual local program evaluation at the center and grant levels that assesses the following objective measures: school day attendance, core course grades, mandatory discipline referrals, on-time advancement to the next grade level, high school graduation rates, and high school student career competencies. The results of the local evaluation will be used to refine, improve, and strengthen the local program and will be made available to the public upon request, with public notice of such availability provided.
- Applicant will comply with any program requirements written elsewhere in this Request for Application.
- The applicant will adhere to the agreed-upon plan in the original approved grant application and subsequent amendments as appropriate including, but not limited to, the following stated statutory requirements:
  - how students participating in the program will travel safely to and from the center and home;
  - disseminating information about the learning center, including its location, to the community in a manner this understandable and accessible;
  - strategies that implemented to improve student academic achievement, campus academic achievement and overall student success;
  - combining or coordinating with federal, state and local programs to make the most effective use of public resources;
  - how program activities will meet the objective set measures designed to increase high-quality academic enrichment opportunities;
  - partnerships between local education agencies, community-based organizations, and other public or private entities in carrying out the proposed program;
  - how the program is designed to address documented needs of the community;
  - the level of experience or promise of success in providing educational and related activities that will complement and enhance academic performance, achievement, and positive youth development of the students;
  - using volunteers in activities carried out through the learning center; and
  - how the community learning center will continue after funding ends.
- By submitting the application for continuation funding, the applicant agrees to comply with all of the requirements stated in the Year 1 Request for Application and subsequent continuation applications. The applicant also agrees to adhere to the peer-reviewed descriptions and plans for carrying out the program requirements in the original approved application, continuation applications, and any TEA-approved amendments to the applications.
- The applicant provides assurance that it will not generate program income as a result of the federal grant, including collecting fees of any kind. The applicant further acknowledges that program income that is collected prior to approval of TEA and the United States Department of Education will result in a reduction of the grant award by the amount of program income and that any program income generated must be used only for allowable program costs during the award period in which the income was generated.
- The applicant will comply with all requirements in the original grant application not superseded by subsequent amendments, continuation grant requirements, or written program policies and guidance.
- The applicant provides assurance that it will annually conduct a needs assessment and an updated program implementation plan based on the results of the annual needs assessment.
- Applicant provides assurance to adhere to all Performance Measures, as noted in the 2019-2020 Texas 21st Century Community Learning Centers, Cycle 9, Year 4, Program Guidelines, and

shall provide the Texas Education Agency, upon request, any performance data necessary to assess the success of the program.

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

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

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

- A. Each such program will be administered in accordance with all applicable statutes, regulations, program plans, and applications.
- B. The control of funds provided under each such program and title to property acquired with program funds will be in a public agency or in a nonprofit private agency, institution, organization, or Indian tribe, if the law authorizing the program provides for assistance to such entities.
- C. The public agency, nonprofit private agency, institution, organization, or Indian tribe will administer such funds and property to the extent required by the authorizing statutes.
- D. The applicant will adopt and use proper methods of administering each such program, including the enforcement of any obligations imposed by law on agencies, institutions, organizations, and other recipients responsible for carrying out each program and the correction of deficiencies in program operations that are identified through audits, monitoring, or evaluation.
- E. The applicant will cooperate in carrying out any evaluation of each such program conducted by or for the Texas Education Agency (TEA), the US Secretary of Education, or other federal officials.
- F. The applicant will use such fiscal control and fund accounting procedures as will ensure proper disbursement of, and accounting for, federal funds paid to such applicant under each such program.
- G. The applicant will submit such reports to TEA (which shall make the reports available to the governor) and the US Secretary of Education, as TEA and the US Secretary of Education may require to enable TEA and the US Secretary of Education to perform their duties under each such program.
- H. The applicant will maintain such records, provide such information, and afford access to the records as the Agency (after consultation with the governor) or the Secretary may find necessary to carry out the Agency's or the Secretary's duties.
- I. Before the application was submitted, the applicant afforded a reasonable opportunity for public comment on the application and has considered such comment.
- J. **Gun-Free Schools Act:** The local educational agency assures that it is in compliance with Section 37.007(e) of the Texas Education Code, which requires expulsion of a student who brings to school or possesses at school a firearm as defined by 18 United States Code (USC) Section 2891 (pursuant to the requirements in P.L. 114-95, Section 8561[b](1)). In addition, the local educational agency certifies that it has a policy requiring referral to the criminal justice or juvenile delinquency system of any student who brings a firearm or weapon to school (P.L. 114- 95, Section 8561[h](1)).
- K. **Student Records Transfer:** The local educational agency shall ensure that a student's records and, if applicable, a student's individualized education program as defined in Section 602(11) of the Individuals with Disabilities Education Act, are transferred to a charter school upon the transfer of the student to the charter school, and to another public school upon the transfer of the student from a charter school to another public school, in accordance with applicable state law (P.L. 114-95, Section 4308).
- L. **Consolidation of Administrative Funds:** A local educational agency, with the approval of TEA, may consolidate and use for the administration of one or more programs under the Every Student Succeeds Act not more than the percentage, established in each program, of the total available for the local educational agency under those programs. A local educational agency that consolidates administrative funds shall not use any other funds under the programs included in the consolidation for administration for that fiscal year. Consolidated administrative funds shall be

used for the administration of the programs covered and may be used for coordination of these programs with other federal and non-federal programs and for dissemination of information regarding model programs and practices.

- M. **Privacy of Assessment Results:** Any results from an individual assessment referred to in the Every Student Succeeds Act of a student that become part of the education records of the student shall have the protections provided in Section 444 of the General Education Provisions Act (P.L. 114-95, Section 8523 and the Family Educational Rights and Privacy Act [FERPA] of 1975, as amended).
- N. **School Prayer:** The local educational agency certifies that it is in compliance with Section 25.901 of the Texas Education Code. In addition, as a condition of receiving funds under the Every Student Succeeds Act, the local educational agency certifies that no policy of the local educational agency prevents, or otherwise denies participation in, constitutionally

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

- O. **Equal Access to Public School Facilities—Boy Scouts of America Equal Access Act:** No public elementary school, public secondary school, or local educational agency that has a designated open forum or a limited public forum and that receives funds made available from the US Department of Education shall deny equal access or a fair opportunity to meet, or shall discriminate against, any group officially affiliated with the Boy Scouts of America, or any other youth group listed in Title 36 of the United States Code (as a patriotic society) that wishes to conduct a meeting within that designated open forum or limited public forum, including denying such access or opportunity or discriminating for reasons based on the membership or leadership criteria or oath of allegiance to God and country of the Boy Scouts of America or of the youth group listed in Title 36 of the United States Code (as a patriotic society). For the purposes of this section, an elementary school or secondary school has a limited public forum whenever the school involved grants an offering to, or opportunity for, one or more outside youth or community groups to meet on school premises or in school facilities before or after the hours during which attendance at the school is compulsory. Nothing in this section shall be construed to require any school, agency, or a school served by an agency to sponsor any group officially affiliated with the Boy Scouts of America, or any other youth group listed in Title 36 of the United States Code (as a patriotic society). Compliance with this provision will be enforced through rules and orders issued by the Office for Civil Rights. If the public school or agency does not comply with the rules or orders, no funds made available through the Department of Education shall be provided by a school that fails to comply with such rules or orders or to any agency or school served by an agency that fails to comply with such rules or orders (P.L. 114-95, Section 8525).
- P. **General Prohibitions:** None of the funds authorized under the Every Student Succeeds Act shall be used to develop or distribute materials, or operate programs or courses of instruction directed at youth, that are designed to promote or encourage sexual activity, whether homosexual or heterosexual; to distribute or to aid in the distribution by any organization of legally obscene materials to minors on school grounds; to provide sex education or HIV-prevention education in schools unless that instruction is age appropriate and includes the health benefits of abstinence; or to operate a program of contraceptive distribution in schools (P.L. 114-95, Section 8526).
- Q. **Armed Forces Recruiter Access to Students and Student Recruiting Information:** In accordance with guidance issued by the US Department of Education, each local educational agency receiving assistance under the Every Student Succeeds Act shall provide, on a

request made by military recruiters or an institution of higher education, access to secondary school student names, address, and telephone listings, upon prior written consent of a student or the parent of a student. A secondary school student or the parent of the student may request that the student's name, address, and telephone listing not be released without prior written parental consent, and the local educational agency or private nonprofit school shall notify parents of the option to make a request and shall comply with any request. Each local educational agency receiving assistance under the Every Student Succeeds Act shall provide military recruiters the same access to secondary school students as is provided generally to post-secondary educational institutions or to prospective employers of those students (P.L. 114-95, Section 8528).

- R. **Unsafe School Choice Option:** The local educational agency certifies that it shall establish and implement a policy requiring that a student attending a persistently dangerous public elementary school or secondary school, as determined by TEA, or who becomes a victim of a violent criminal offense, while in or on the grounds of a public elementary or secondary school that the student attends, be allowed to attend a safe public elementary or secondary school within the local educational agency, including a public charter school (P.L. 114-95, Section 8532).
- S. **Civil Rights:** Nothing in the Every Student Succeeds Act shall be construed to permit discrimination on the basis of race, color, religion, sex (except as otherwise permitted under Title IX of the Education Amendments of 1972), national origin, or disability in any program funded under the Every Student Succeeds Act (P.L. 114-95, Section 8534).
- T. **Assurances related to the education of homeless children and youth:**
  - 1. The LEA assures that each child of a homeless individual and each homeless youth shall have equal access to the same free, appropriate public education, including a public preschool education, as provided to other children and youth.
  - 2. The LEA assures that homeless children and youth are afforded the same free, appropriate public education as provided to other children and youth.
  - 3. The LEA assures that it will review and undertake steps to revise any laws, regulations, practices, or policies that may act as a barrier to the enrollment, attendance, or success in school of homeless children and youth.
  - 4. The LEA assures that it will not separate students from the mainstream school environment on the basis of homelessness alone.
  - 5. The LEA assures that homeless children and youth have access to the education and other services that they need in order to meet the same challenging state student academic achievement standards to which all students are held.
- U. **Definitions:** The following terms shall be defined as follows for programs authorized and carried out under the Every Student Succeeds Act:
  - 1. **Charter School:** An open-enrollment charter school receiving federal funds of any type must meet the federal definition of a charter school as provided in P.L. 114-95, Section 4310(2). The term *charter school* means a school that:
    - a. Is created by a developer as a public school, or is adapted by a developer from an existing public school, and is operated under public supervision and control
    - b. Operates in pursuit of a specific set of educational objectives determined by the school's developer and agreed to by the authorized public chartering agency (i.e., the State Board of Education [SBOE])
    - c. Provides a program of elementary or secondary education, or both
    - d. Is nonsectarian in its programs, admissions policies, employment practices, and all other operations, and is not affiliated with a sectarian school or religious

instruction

- e. **Does not charge tuition**
  - f. **Complies with the Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and Part B of the Individuals with Disabilities Education Act**
  - g. **Is a school to which parents choose to send their children, and that**
    - i. **admits students on the basis of a lottery, if more students apply for admission than can be accommodated**
    - ii. **in the case of a school that has an affiliated charter school (such as a school that is part of the same network of schools), automatically enrolls students who are enrolled in the immediate prior grade level of the affiliated charter school and, for any additional student openings or student openings created through regular attrition in student enrollment in the affiliated charter school and the enrolling school, admits students on the basis of a lottery as described in clause (i)**
  - h. **Agrees to comply with the same federal and state audit requirements as other elementary schools and secondary schools in the state, unless such requirements are specifically waived for the purpose of this program**
  - i. **Meets all applicable federal, state, and local health and safety requirements**
  - j. **Operates in accordance with state law**
  - k. **Has a written performance contract with the authorized public chartering agency in the state (i.e., SBOE) that includes a description of how student performance will be measured pursuant to state assessments that are required of other schools and pursuant to any other assessments mutually agreeable to the SBOE**
2. *Community-Based Organization:* A public or private nonprofit organization of demonstrated effectiveness that is representative of a community or significant segment of a community and that provides educational or related services to individuals in the community
  3. *Highly Qualified:* This only applies to paraprofessionals.
  4. *Parental Involvement:* The participation of parents in regular, two-way and meaningful communication involving student academic learning and other school activities, including ensuring:
    - a. That parents play an integral role in assisting their child's learning
    - b. That parents are encouraged to be actively involved in their child's education at school
    - c. That parents are full partners in their child's education and are included, as appropriate, in decision making and on advisory committees to assist in the education of their child
    - d. The carrying out of other activities, such as those described in Section 1116 of P.L. 114-95.
  5. *Professional Development:* Includes activities that: (P.L. 114-95, Section 8101(42))
    - A. Are an integral part of school and local educational agency strategies for providing educators (including teachers, principals, other school leaders, specialized instructional support personnel, paraprofessionals, and, as applicable, early childhood educators) with the knowledge and skills

necessary to enable students to succeed in a well-rounded education and to meet the challenging State academic standards: and

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



**Texas Education Agency**  
**Every Student Succeeds Act (ESSA) Provisions and Assurances**

- xv. Involve the forming of partnerships with institutions of higher education to establish school- based teacher training programs that provide prospective teachers and beginning teachers with an opportunity to work under the guidance of experienced teachers and college faculty;
  - xvi. Create programs to enable paraprofessionals (assisting teachers employed by an LEA
    - receiving assistance under Title I, Part A) to obtain the education necessary for those paraprofessionals to become certified and licensed teachers;
    - xvii. Provide follow-up training to teachers who have participated in activities described previously in this definition that are designed to ensure that the knowledge and skill learned by the teachers are implemented in the classroom; and
    - xviii. Where practicable, provide jointly for school staff and other early childhood education program providers, to address the transition to elementary school, including issues related to school readiness.
- 6. **Technology:** Modern information, computer and communication technology products, services, or tools, including, the Internet and other communications networks, computer devices and other computer and communications hardware, software applications, data systems, and other electronic content (including multimedia content) and data storage.
- 7. **Well-Rounded Education:** Courses, activities and programming in subjects such as English, reading or language arts, writing, science, technology, engineering, mathematics, foreign languages, civics and government, economics, arts, history, geography, computer science, music, career and technical education, health, physical education, and any other subject, as determined by the State or local educational agency, with the purpose of providing all students access to an enriched curriculum and educational experience.
- V. **TEA State ESSA Plan:** The LEA agrees to adopt any performance goals or indicators, or programmatic indicators submitted in the Texas Consolidated State Application for Funds Under the Every Student Succeeds Act.
- W. **Transfer of School Disciplinary Records:** The LEA assures it has a procedure in place to transfer disciplinary records, with respect to a suspension or expulsion, to any private or public elementary school or secondary school for any student who is enrolled or seeks, intends, or is instructed to enroll, on a full- or part-time basis, in the school. This requirement shall not apply to any disciplinary records with respect to a suspension or expulsion that are transferred from a private, parochial or other nonpublic school, person, institution, or other entity, that provides education below the college level (P.L. 114-95, Section 8537).

Revised 05/2017

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

**Request for Taxpayer  
Identification Number and Certification**

Give Form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return) <b>Educational Leadership, Inc</b>	
Business name/disregarded entity name, if different from above <b>Southwest Schools</b>	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	
<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) <b>3333 Bering Drive</b>	Requester's name and address (optional)
City, state, and ZIP code <b>Houston, TX 77057</b>	
List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-			-		
Employer identification number								
7	6	--	0	5	7	7	7	5 1

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here    Signature of U.S. person 

Date ▶ **01/19/2018**

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

**INTERLOCAL CONTRACT  
BETWEEN  
HARRIS COUNTY DEPARTMENT OF EDUCATION  
AND  
BAKERRIPLEY CHARTER HOLDER FOR PROMISE COMMUNITY SCHOOL**

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Contract ("Contract") is entered into by and between Harris County Department of Education ("HCDE") and **BakerRipley Charter holder for Promise Community School t** ("CHARTER") for the purpose of providing 21<sup>st</sup> Century Community Learning Centers/Texas ACE Cycle 10 Year 2 ("afterschool program") at select site(s) within the CHARTER.

**I. PURPOSE**

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

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

services in core academic areas, e.g. reading and literacy, mathematics, and science.

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

## **II. TERM**

This Contract shall be for the period beginning August 1, 2019, and ending July 31, 2020. Subject to the receipt of sufficient funds from the Texas Education Agency for 21<sup>st</sup> Century Community Learning Centers by HCDE and HCDE's written approval, this Contract may be renewed for additional year(s).

## **III. PROGRAM DESCRIPTION AND REQUIREMENTS**

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

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

1. Assist in the preparation of contracts, financial reports, requisitions, and inventory;

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

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

26. Provide a minimum of 5% of leveraging funds, including in-kind, to further support the Texas ACE Cycle 10 program.

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

verification of employment status for employees, receipts and invoices for supplies, and copies of contracts for contracted services purchased.

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



since the beginning of the year. The CHARTER will also report all sources of funding for the program(s) and the total cost of the program(s) to HCDE.

- N. The CHARTER agrees to obtain and assess criminal history record information for each employee or volunteer used in the Center(s) and to use only those persons fit to work with students.
- O. CHARTER agrees that it will comply with the assurances, certifications, and disclosures provided by Texas Education Agency, including the "General Provisions & Assurances," "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions," "Lobbying Certification", "Disclosures of Lobbying Activities", "Every Student Succeeds Act (ESSA) Provisions and Assurances" and "Program-Specific Provisions & Assurances", which are attached hereto as Exhibit D and incorporated by reference into this Contract.
- P. The CHARTER further agrees that it will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protections Agency regulations (40 CFR part 15), and mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- Q. The CHARTER agrees that the certifications and agreements included in the HCDE Vendor Certification Forms, attached hereto as Exhibit A and incorporated by reference in the agreement for all purposes, is true and correct.
- R. The CHARTER agrees to provide the after-school program to at least the number of students and parents indicated on Exhibit C attached to the Contract. The CHARTER further agrees that if any time after November 18, 2019, the HCDE CASE for Kids Director determines that there is less than 60% of the agreed-upon students and/or parents in the afterschool program/Center (the numbers on Exhibit C), HCDE may withhold and reserve up to one-third of the budget (Exhibit B of the Contract) that it would have otherwise paid to the CHARTER and use those funds, in HCDE's sole discretion, to try to increase student and/or parent participation. The CHARTER agrees and understands that this will result in receipt by the CHARTER of up to one-third less funds than the CHARTER would have received under the Contract as specified in Exhibit B. Upon January 1, 2020, if less than 50% of the budget is not allocated for program expenditures, HCDE reserves the right to reduce the CHARTER's operating budget for the spring term and in subsequent grant years, as applicable.

#### **IV. COMPENSATION AND FUNDING**

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

- \$122000.00 for providing the Center in accordance with Section III and this Contract at Promise Community School

The CHARTER must submit an itemized monthly statement detailing expenses with supporting documentation for the Center(s) in order to receive payment of these expenses. HCDE will pay the CHARTER within 60 days of receiving sufficient funds as described below. Only invoices for allowable expenses, per grant fiscal guidelines, incurred during the term of this Contract will be paid by HCDE. The CHARTER waives any statutory right to interest the CHARTER may have under Chapter 2251 of the Texas Government Code. The CHARTER may be eligible for a prorated amount, in HCDE's sole discretion, if the CHARTER is unable to maintain its Center(s) in accordance with the site description. Included in these requirements are: the number of Centers in the CHARTER where the Center programs are provided; the number of students and adults served in the CHARTER by the Center programs; and fulfillment of the total number of days of providing service. It is expected that the Center will expend a minimum of 90% of the total grant award outlined herein. The CHARTER agrees that if any time after January 31, 2020, the HCDE CASE for Kids Director determines that the CHARTER does not have a realistic action plan to expend at least 90% of the grant award amount, HCDE may withhold and reserve up to one-third of the budget (Exhibit B) that would have otherwise been paid to the CHARTER and use those funds, in HCDE's sole discretion, to allocate allowable expenses to support the afterschool program/Center, in accordance with the grant fiscal guidelines and procedures. HCDE will notify the CHARTER at least two weeks prior to re-allocation/withholding of funds from the CHARTER in support of the afterschool program/Center.

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

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

## **VI. PIGGYBACKING ON HCDE-PROCURED CONTRACTS**

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, the District may, in its

discretion, enter into separate and independent contracts with CASE Afterschool and Summer Direct Service Providers, procured by HCDE in accordance with Section 44.031 of the Texas Education Code, that employ the same negotiated terms and conditions contained in an existing contract(s) between HCDE and the Direct Service Provider.

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

#### **V. RELATIONSHIP**

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

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

#### **VI. TERMINATION**

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

#### **VII. AUTHORIZATION**

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

#### **VIII. NOTICE**

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

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

Attention: Ms. Anastasia Anderson  
BakerRipley Charter holder for Promise Community School  
4500 Bissonnet St.  
Bellaire, Texas 77401

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

#### **IX. GOVERNING LAW**

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

#### **X. VENUE**

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

#### **XI. ENTIRE AGREEMENT**

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

#### **XII. AMENDMENT**

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

#### **XIII. ASSIGNMENT**

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

#### **XIV. SEVERABILITY**

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

#### **XV. BENEFIT FOR SIGNATORY PARTIES ONLY**

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

#### **XVI. IMMUNITIES**

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_ of the Year 2019.

By:

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

By: 

\_\_\_\_\_  
Ms. Anastasia Anderson  
Superintendent  
BakerRipley Charter holder for Promise Community School Independent School District



\_\_\_\_\_  
Rene Solis  
Chief Program Officer

**EXHIBIT B****Promise Schools/Baker Ripley****CASE for Kids 21st Century/Texas ACE Cycle 10, Year 2 Budget****Personnel -- 6100**

Site Director	\$ 39,015
Administrative Assistant	\$ 12,059
School Year Para-professionals	\$ 27,840
Summer Para-professionals	\$ 11,520
<b>Payroll</b>	<b>\$ 90,434</b>
Site Coordinator Fringe Benefits	\$ 10,725
Staff Fringe Benefits	\$ 3,936
<b>Fringe Benefits</b>	<b>\$ 14,661</b>
<b>Total Payroll Costs 6100</b>	<b>\$ 105,095</b>

**Professional & Contractual Services -- 6200**

Topic: Academic Assistance	\$2,500
Topic: Enrichment	\$1,500
Topic: Family & Parental Engagement	\$1,500
<b>Total Professional &amp; Contractual Services 6200</b>	<b>\$ 5,500</b>

**Materials & Supplies -- 6300**

Site Coordinator Office Supplies	\$ 1,068
Family Engagement Supplies	\$ 800
Program Consumable Supplies	\$ 4,000
Program Literacy Materials	\$ 797
<b>Total Materials &amp; Supplies 6300</b>	<b>\$ 6,665</b>

**Other Operating Costs -- 6400**

Fieldtrip Transportation	\$ 1,540
Fieldtrip Admission	\$ 900
Snacks for Family Engagement	\$ 1,100
In-state Conference (OSTICON)	\$ 1,200
<b>Total Other Operating Costs 6400</b>	<b>\$ 4,740</b>

<b>Total:</b>	<b>\$ 122,000</b>
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# EXHIBIT C

## CENTER INFORMATION

Ctr #	9 Digit campus ID #	Name of Center/Host Site	Physical Address	City	Zip	Phone Number	# of Feeder Schools	Grade Levels Served (PK to 12)	# Students Served	# Adults Served
C5	101853106	BakerRipley Promise Community School	6500 Rookin Street	Houston,	77074	713-669-5393	0	K-5	85	40

### Part 3: Center Operations Chart (one per center)

Center Name:		BakerRipley Promise Community School											
Program Operations					Fall Term		Spring Term		Summer Term		Total		
Start Date (MM/DD/YY):					09/03/2019		12/09/2019		06/02/2020				
End Date (MM/DD/YY):					12/06/2019		05/29/2020		07/11/2020				
Total number of weeks (offering minimum # of weekly program hours)													
Program Schedule/Hours													
Day of the Week		Fall Term				Spring Term				Summer Term			
		AM Start	AM End	PM Start	PM End	AM Start	AM End	PM Start	PM End	AM Start	AM End	PM Start	PM End
Sunday													
Monday				3:30	6:30			3:30	6:30	8:00			6:00
Tuesday				3:30	6:30			3:30	6:30	8:00			6:00
Wednesday				3:30	6:30			3:30	6:30	8:00			6:00
Thursday				3:30	6:30			3:30	6:30	8:00			6:00
Friday				3:30	6:30			3:30	6:30				
Saturday													
Total Hours Per Week		15				15				40			
Number of Saturdays Per Month:													

**Texas Education Agency**  
**Every Student Succeeds Act (ESSA) Provisions and Assurances**

**EXHIBIT D**

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

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

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



**EXHIBIT D**

Principles (GAAP). Capital Assets include: (a) Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; and (b) Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to Capital Assets that materially increase their value or useful life (not ordinary repairs and maintenance). (2 CFR §200.12).

If the Subrecipient purchases Capital Assets (furniture and/or equipment) with Subaward funds to accomplish the objective(s) of the project, title will remain with the Subrecipient for the period of the Subaward. The Agency reserves the right to transfer Capital Assets for Subrecipient noncompliance during the Subaward period or as needed after the ending date of the Subaward. This provision applies to any and all furniture and/or equipment regardless of unit price and how the item is classified in the Subrecipient's accounting record.

- **Capital Expenditures:** Expenditures to acquire Capital Assets or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to Capital Assets that materially increase their value or useful life. (2 CFR §200.13)
- **Protected Personally Identifiable Information (PII):** An individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII that is required by law to be disclosed (2 CFR §200.82)
- B. **Contingency:** The agreement represented by this Subaward is executed by the Agency subject to the availability of funds appropriated by legislative act for the purposes stated. All Amendments and/or extensions or subsequent Subaward agreements entered into for the same or continued purposes are executed contingent upon the availability of appropriated funds. Notwithstanding any other provision in this Subaward agreement or any other document, this Subaward agreement is void upon appropriated funds becoming unavailable. In addition, this Subaward agreement may be terminated by the Agency at any time for any reason upon notice to the Subrecipient. Expenditures and/or activities for which the Subrecipient may claim reimbursement shall not be accrued or claimed subsequent to receipt of such notice from the Agency. This Subaward agreement may be extended or otherwise amended only by formal written Amendment properly executed by both the Agency and the Subrecipient. No other agreement, written or oral, purporting to alter or amend this Subaward shall be valid.
- C. **Subrecipient's Application:** Furnished to the Agency in response to a request for Application, is incorporated in this Subaward by reference for all necessary purposes. It is specifically provided; however, that the provisions of this Subaward shall prevail in all cases of conflict arising from the terms of the Subrecipient's Application whether such Application is a written part of this Subaward or is attached as a separate document.
- D. **Requirements, Terms, Conditions, and Assurances:** Stated in the Request for Application, in response to which the Applicant is submitting this Application, and are incorporated herein by reference for all purposes. The instructions to the Standard Application System, as well as the General and Fiscal Guidelines and Program Guidelines, are incorporated herein by reference.
- E. **Signature Authority; Final Expression; Superseding Document:** The Applicant certifies that the person signing or certifying and submitting this Application has been properly delegated this authority. The Subaward represents the final and complete expression of the terms of agreement between the parties. The Subaward supersedes any previous understandings or negotiations between the parties. Any representations, oral statements, promises, or warranties that differ from the Subaward shall have no force

EXHIBIT D

or effect. The Subaward may be modified, amended, or extended only by formal written Amendment properly executed by both TEA and the Subrecipient.

- F. **State of Texas Laws:** In the conduct of the Subaward Project, the Subrecipient shall be subject to Texas State Board of Education and Commissioner rules pertaining to this Subaward and the Subaward Project and to the laws of the State of Texas governing this Subaward and the Subaward Project. This Subaward constitutes the entire agreement between the Agency and the Subrecipient for the accomplishment of the Subaward Project. This Subaward shall be interpreted according to the laws of the State of Texas except as may be otherwise provided for in this Subaward.

- G. **Monitoring:** Desk reviews, on-site monitoring reviews, arranging for agreed-upon-procedures engagements, and training and technical assistance on program-related matters may be conducted by the Agency to determine compliance with the approved Application and the applicable statute(s), law(s), regulations, and guidelines.

TEA conducts federal fiscal Grant Subrecipient monitoring and compliance reviews, and implements related remedies for noncompliance, in accordance with its established policies and procedures. These policies and procedures incorporate best practices and standards that may be similar to common auditing standards, but the Agency does not apply a specific set of external standards, such as the US Government Accountability Office's Generally Accepted Government Auditing Standards (Yellow Book), nor is it required to do so.

- H. **Specific Conditions:** If TEA identifies, in its sole determination, a grantee as posing a level of risk identified by the agency's risk criteria, the grantee has a history of failure to comply with the terms and conditions of the 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)

**Texas Education Agency**  
**Every Student Succeeds Act (ESSA) Provisions and Assurances**

**EXHIBIT D**

- L. **Subaward Cancellation, etc.:** If this Subaward is canceled, terminated, or suspended by the Agency prior to its expiration date, the reasonable monetary value of services properly performed by the Subrecipient pursuant to this Subaward prior to such cancellation, termination, or suspension shall be determined by the Agency and paid to the Subrecipient as soon as reasonably possible.
- M. **Indemnification:** The Subrecipient, to the extent permitted by law, shall hold the Agency harmless from and shall indemnify the Agency against any and all claims, demands, and causes of action of whatever kind or nature asserted by any third party and occurring or in any way incident to, arising from, or in connection with, any acts of the Subrecipient, its agents, employees, and subcontractors, done in the conduct of the Subaward Project.
- N. **Encumbrances/Obligations and Liquidations:** All encumbrances/obligations shall occur on or between the beginning and ending dates of the Subaward unless pre-award costs are expressly permitted for the individual Grant program. In general, goods or services delivered near the end of the Grant period may be viewed by TEA as not necessary to accomplish the objectives of the current Grant program; however, TEA will evaluate such expenditures on a case-by-case basis. A TEA monitor or an auditor may disallow those expenditures if the Grantee is unable to (1) document the need for the expenditures, (2) demonstrate that program beneficiaries receive benefit from the late expenditures, or (3) negate the appearance of "stockpiling" supplies or equipment. The Subrecipient must receive the benefit and liquidate (record as an expenditure) all obligations incurred under the Subaward no later than the revised final expenditure report due date. An encumbrance cannot be considered an expenditure or accounts payable until the goods have been received and the services have been rendered. Obligations that are liquidated and recognized as expenditures must meet the allowable cost principles in 2 CFR Part 200 of EDGAR (as applicable) and program rules, regulations, and guidelines contained elsewhere. This provision applies to all Grant programs, including state and federal, discretionary and formula.
- O. **Financial Management and Accounting:** The Subrecipient assures it will maintain a financial management system that provides for the following: (1) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, name of the Federal Agency, and name of the pass-through entity, if any. (2) Accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with the reporting requirements set forth in 2 CFR §§200.327 Financial reporting and 200.328 Monitoring and reporting program performance. If a Federal awarding Agency requires reporting on an accrual basis from a recipient that maintains 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

**EXHIBIT D**

and Reporting (FAR) module of the *Financial Accountability System Resource Guide*, Texas Education Agency.

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

**EXHIBIT D**

agreements shall be provided to TEA promptly upon request.

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

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

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

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

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

- W. **Subcontracting:** The Subrecipient shall not assign or subcontract any of its rights or responsibilities under this Subaward, except as may be otherwise provided for in this Application, without prior formal written approval Granted as an Amendment to this Subaward properly executed by both the Agency and the Subrecipient.
- X. **Use of Consultants:** Notwithstanding any other provision of this Application, Applicant shall

**Texas Education Agency**  
**Every Student Succeeds Act (ESSA) Provisions and Assurances**

**EXHIBIT D**

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

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

- EE. **Federal Rules, Laws, and Regulations That Apply to All Federal Programs:** The Subrecipient shall be subject to and shall abide by all federal laws, rules, and regulations pertaining to the Subaward Project, including but not limited to:
1. **Americans With Disabilities Act**, Public Law (P.L.) 101-336, 42 United States

Texas Education Agency  
Every Student Succeeds Act (ESSA) Provisions and Assurances

EXHIBIT D

- Code (USC) section 12101, and the regulations effectuating its provisions contained in 28 CFR Parts 35 and 36, 29 CFR Part 1630, and 47 CFR Parts 0 and 64.
2. **Title VI of the Civil Rights Act of 1964**, as amended (prohibition of discrimination by race, color, or national origin), and the regulations effectuating its provisions contained in 34 CFR Part 100.
  3. **Title IX of the Education Amendments of 1972**, as amended (prohibition of sex discrimination in educational institutions) and the regulations effectuating its provisions contained in 34 CFR Part 106, if the Subrecipient is an educational institution.
  4. **Section 504 of the Rehabilitation Act of 1973**, as amended (nondiscrimination on the basis of handicapping condition), and the regulations effectuating its provisions contained in 34 CFR Parts 104 and 105.
  5. **Age Discrimination Act of 1975**, as amended (prohibition of discrimination on basis of age), and any regulations issued thereunder, including the provisions contained in 34 CFR Part 110.
  6. **Family Educational Rights and Privacy Act (FERPA) of 1975**, as amended (ensures access to educational records for students and parents while protecting the privacy of such records), and any regulations issued thereunder, including **Privacy Rights of Parents and Students** (34 CFR Part 99), if the Subrecipient is an educational institution (20 USC 1232g).
  7. Section 509 of H.R. 5233 as incorporated by reference in P.L. 99-500 and P.L. 99-591 (**prohibition against the use of federal Grant funds to influence legislation pending before Congress**).
  8. **Pro-Children Act of 2001**, which states that no person shall permit smoking within any indoor facility owned or leased or contracted and utilized for the provision of routine or regular kindergarten, elementary, or secondary education or library services to children (P.L. 107-110, section 4303[a]). In addition, no person shall permit smoking within any indoor facility (or portion of such a facility) owned or leased or contracted and utilized for the provision of regular or routine health care or day care or early childhood development (Head Start) services (P.L. 107-110, Section 4303[b][1]). Any failure to comply with a prohibition in this Act shall be considered to be a violation of this Act and any person subject to such prohibition who commits such violation may be liable to the United States for a civil penalty, as determined by the Secretary of Education (P.L. 107-110, section 4303[e][1]).
  9. **Fair Labor Standards Act (29 USC 207)**, **Davis Bacon Act (40 USC 276[a])**, and **Contract Work Hours and Safety Standards Act (40 USC 327 et seq.)**, as applicable, and their implementing regulations in 29 CFR 500-899; 29 CFR Parts 1, 3, 5, and 7; and 29 CFR Parts 5 and 1926, respectively.
  10. P.L. 103-227, Title X, Miscellaneous Provisions of the GOALS 2000: Educate America Act; P.L. 103-382, Title XIV, General Provisions of the Elementary and Secondary Education Act, as amended; and General Education Provisions Act, as amended.
  11. **Prohibition of Text Messaging and Emailing while Driving during Official Federal Grant Business**: Personnel funded from federal Grants and their subcontractors and Subgrantee are prohibited from text messaging while driving an organization-owned vehicle, or while driving their own privately owned vehicle during official Grant business, or from using organization-supplied electronic equipment to text message or email while driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership On Reducing Text Messaging While Driving," October 1, 2009 (pursuant to provisions attached to federal Grants funded by the US Department of Education).
  12. **Trafficking Victims Protection Act of 2000 (TVPA)**, as amended (22 USC 7104[g]): In accordance with 2 CFR 175, this award may unilaterally be terminated, without penalty, if Subrecipient or an employee of Subrecipient violates any of the

**EXHIBIT D**

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/req/edgarReg/edgar.html>.

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

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

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



**EXHIBIT D**

- constructed with the use of Federal funds are accessible to and usable by individuals with disabilities (20 USC 1232 (e));
8. **Sharing Information:** That the local educational Agency has adopted effective procedures for acquiring and disseminating to teachers and administrators participating in each program significant information from educational research, demonstrations, and similar projects, and for adopting, where appropriate, promising educational practices developed through such projects (20 USC 1232(e)); and
  9. **Direct Financial Benefit:** That none of the funds expended under any applicable program will be used to acquire equipment (including computer software) in any instance in which such acquisition results in a direct financial benefit to any organization representing the interests of the purchasing entity or its employees or any affiliate of such an organization (20 USC 1232(e)).
  10. **Prohibition of Funds for Busing:** No funds appropriated for the purpose of carrying out any applicable program may be used for the transportation of students or teachers (or for the purchase of equipment for such transportation) in order to overcome racial imbalance in any school or school system, or for the transportation of students or teachers (or for the purchase of equipment for such transportation) in order to carry out a plan of racial desegregation of any school or school system, except for funds appropriated pursuant to title VIII of the Elementary and Secondary Education Act of 1965 [20 U.S.C. 7701 et seq.], but not including any portion of such funds as are attributable to children counted under section 8003(d) of such Act [20 U.S.C. 7703(d)] or residing on property described in section 8013(10) of such Act [20 U.S.C. 7713(10)] (20 USC 1228).

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

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

- II. **Family Code Applicability:** With its signature on Schedule #1 of the paper Application or by certifying and submitting the eGrants Application, the Subrecipient, if other than a state Agency, certifies that under Section 231.006, Family Code, that the Subrecipient is not ineligible to receive payment under this Subaward and acknowledges that this Subaward may be terminated and payment may be withheld if this certification is inaccurate. TEA reserves the right to terminate this Subaward if the Subrecipient is found to be ineligible to receive payment. If the Subrecipient is found to be ineligible to receive payment and the Subaward is terminated, the Subrecipient is liable to TEA for attorney's fees; the costs necessary to complete the Subaward, including the cost of advertising and awarding a second Subaward; and any other damages or relief provided by law or equity.
- JJ. **Interpretation:** In the case of conflicts arising in the interpretation of wording and/or meaning of various sections, parts, appendices, General Provisions and Assurances, Program-Specific Provisions and Assurances, exhibits, attachments, or other documents, the TEA Subaward and its General Provisions and Assurances, Program-Specific Provisions and Assurances, appendices, Errata, and General and Fiscal Guidelines shall take precedence over all other documents that are 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.

**Texas Education Agency**  
**Every Student Succeeds Act (ESSA) Provisions and Assurances**

**EXHIBIT D**

- 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 to TEA within 30 days of project completion.
- OO. Protected Personally Identifiable Information (Protected PII):** The Subrecipient agrees to take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding Agency or pass-through entity designates as sensitive or the non-federal entity considers sensitive consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality.
- PP.** The Subrecipient assures that the Grantee Manager and/or Grantee Official, or such person using the Grantee Manager or Grantee Official's credentials, has been authorized by the Subrecipient organization to enter the organization into legally binding agreements for grant payment purposes prior to the Grantee Manager or Grantee Official certifying and submitting expenditure payment requests in the TEA Expenditure Reporting (ER) System.

Revised 02/2019

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

**EXHIBIT D**

**Statutory & Program Assurances**

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

- The applicant provides assurance that program funds will supplement (increase the level of service), and not supplant (replace) state mandates, State Board of Education rules, and activities previously conducted with state or local funds. The applicant provides assurance that state or local funds may not be decreased or diverted for other purposes merely because of the availability of these funds. The applicant provides assurance that program services and activities to be funded from this grant will be supplementary to existing services and activities and will not be used for any services or activities required by state law, State Board of Education rules, or local policy.
- The applicant provides assurance that the application does not contain any information that would be protected by the Family Educational Rights and Privacy Act (FERPA) from general release to the public.
- The applicant provides assurance they accept and will comply with Every Student Succeeds Act Provisions and Assurances requirements.
- The applicant provides assurance that proof of nonprofit status will be submitted with the grant application, if applicable.
- The applicant provides assurance that the program will take place in a safe facility that is properly equipped and accessible to participants and family members.
- The applicant provides assurance that the proposed program was developed, and will be carried out in active collaboration with the schools that participating students attend, including through the sharing of relevant data among schools, all participants of the eligible entity, and any partnership entities in compliance with applicable laws relating to privacy and confidentiality and in alignment with the challenging state academic standards and any local academic standards.
- The applicant provides assurance that the program will target students who primarily attend schools eligible for schoolwide programs under ESEA as amended by ESSA, Section 1114, and the families of such students.
- The applicant will adhere to the level of services in the approved application and in the agreed-upon center operation schedules and will provide those services to eligible students through this and all continuation and renewal grant periods, as applicable. Applicant acknowledges that proposed amendments that reduce the level of services to below the Year 1 awarded application will be approved only in extreme or unusual circumstances and that failure to adhere to service levels and student targets will result in reduced funding during the subsequent continuation grant period. Grant funds remaining unexpended at the end of the expenditure reporting period for the grant award will not be made available by TEA to supplement continuation grant awards.
- The applicant provides assurance that services for students and families will begin no earlier than August 1, 2019, and no later than September 3, 2019.
- The applicant assures that services will be provided at no cost to participants. Applicants are prohibited from collecting fees, including late pickup fees or any other fee.
- The applicant assures that activities will be supervised at all times by qualified staff at adult to student ratios that meet or exceed TEC Chapter 25, Subchapter D requirements or other state required ratios as applicable.
- The applicant will adhere to a TEA-approved schedule that meets or exceeds program service requirements at each center and that provides a consistent and dependable schedule of weekly activities for all students enrolled.
  - A minimum of 35 weeks per year across all terms, including summer. TEA will count only the weeks in which a center offered the minimum number of hours-per-week toward the 35-week total. Make-up hours will be credited. The week runs from Sunday through Saturday.
  - A minimum of four days per week for the fall and spring terms
  - A minimum of 12 hours per week (applicants should not propose to offer more than 20 hours of programming per week). Note: Transportation time that exceeds 30 minutes per-day shall not be counted towards minimum hours-per-week of programming.

**EXHIBIT D**

- A minimum of six weeks and four hours per day, four days per week during the summer term. Continuous weeks are not required. Applicants may offer four weeks of summer programming during the grant period that ends July 31, 2020, but if approved, the grantee must offer two weeks of summer programming in the subsequent continuation period between August 1, 2020, and the first student attendance day for the 2020 -2021 school year.
  - Hours dedicated to program activities for adult family members will not count toward student programming.
- The applicant assures that center-level activities will be a minimum of 45 consecutive minutes in length and planned for each hour that a center is operating. Activities will be intentionally designed to address student needs and student

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

- The applicant assures that academic, academic enrichment, accelerated learning, and tutoring activities will align with the regular school day program and state standards. Enrichment activities will enhance the academic-related activities of the regular day and/or be aligned with a documented student or campus need.
- The applicant assures that all activities will occur at an approved center or, on a limited and pre-approved basis, at an adjunct site or during an approved field trip. Activities at a non-approved location, such as a feeder school, are unallowable and will not be charged to the grant.
- The applicant will offer families of students served by the program opportunities for active and meaningful engagement in their children's education and opportunities for literacy and related educational development. Family activities will be designed to meet the identified needs of each center's families and students; the needs of working families will be specifically addressed. Activities will be ongoing and consistently available throughout each term. The number of family members served will be proportional to the targeted number of students.
- The applicant assures that all required staff positions will regularly participate in training and other opportunities offered by the Texas ACE program. In addition, the applicant will regularly provide program-specific in-person training to center-level staff and will document the content and attendance of training events.
- The applicant assures that all required staff positions will regularly participate in training and other opportunities offered by the Texas ACE program. In addition, the applicant will regularly provide program-specific in-person training to center-level staff and will document the content and attendance of training events.
- The applicant will cooperate with TEA and its contractors in conducting state-required activities, including but not limited to program implementation monitoring, statewide evaluation, compliance, technical assistance, and capacity building.
- The applicant assures that local grant programs will include the Texas ACE logo in all outreach and communication materials and the grantee will comply with Texas ACE branding guidelines.
- The applicant agrees to submit required data for state program evaluation, compliance monitoring, and federal reporting in the format and timeline provided by TEA. Grantee agrees to submit required logic models, sustainability plans, program evaluation reports, and any other required reports or products in accordance with the format provided by TEA.
- The applicant will adhere to the Texas 21st Century Student Tracking (Tx21st) system data reporting requirements. Grantee Profile, Funding, Contacts, Partner, Center Profiles, Center Contacts, Center Operations, Feeder Schools, Activities, and Schedule data will be entered in August and will be updated as changes in any of the data occur. Center Operations data will be updated at the beginning of each term. Data entered in the system must support the approved application and operating schedule.
  - Participant and enrollment data will be entered in August or September, depending on the center schedule.

**Texas Education Agency**  
**Every Student Succeeds Act (ESSA) Provisions and Assurances**

**EXHIBIT D**

- Attendance data will be entered daily or weekly.
  - Exception reports and data corrections will be completed and reviewed by the project director
  - The applicant will coordinate with the school district to collect and enter school day attendance and grades data into Tx21st.
- The applicant agrees to conduct annual local program evaluation at the center and grant levels that assesses the following objective measures: school day attendance, core course grades, mandatory discipline referrals, on-time advancement to the next grade level, high school graduation rates, and high school student career competencies. The results of the local evaluation will be used to refine, improve, and strengthen the local program and will be made available to the public upon request, with public notice of such availability provided.
- Applicant will comply with any program requirements written elsewhere in this Request for Application.
- The applicant will adhere to the agreed-upon plan in the original approved grant application and subsequent amendments as appropriate including, but not limited to, the following stated statutory requirements:
  - how students participating in the program will travel safely to and from the center and home;
  - disseminating information about the learning center, including its location, to the community in a manner this understandable and accessible;
  - strategies that implemented to improve student academic achievement, campus academic achievement and overall student success;
  - combining or coordinating with federal, state and local programs to make the most effective use of public resources;
  - how program activities will meet the objective set measures designed to increase high-quality academic enrichment opportunities;
  - partnerships between local education agencies, community-based organizations, and other public or private entities in carrying out the proposed program;
  - how the program is designed to address documented needs of the community;
  - the level of experience or promise of success in providing educational and related activities that will complement and enhance academic performance, achievement, and positive youth development of the students;
  - using volunteers in activities carried out through the learning center; and
  - how the community learning center will continue after funding ends.
- By submitting the application for continuation funding, the applicant agrees to comply with all of the requirements stated in the Year 1 Request for Application and subsequent continuation applications. The applicant also agrees to adhere to the peer-reviewed descriptions and plans for carrying out the program requirements in the original approved application, continuation applications, and any TEA-approved amendments to the applications.
- The applicant provides assurance that it will not generate program income as a result of the federal grant, including collecting fees of any kind. The applicant further acknowledges that program income that is collected prior to approval of TEA and the United States Department of Education will result in a reduction of the grant award by the amount of program income and that any program income generated must be used only for allowable program costs during the award period in which the income was generated.
- The applicant will comply with all requirements in the original grant application not superseded by subsequent amendments, continuation grant requirements, or written program policies and guidance.
- The applicant provides assurance that it will annually conduct a needs assessment and an updated program implementation plan based on the results of the annual needs assessment.
- Applicant provides assurance to adhere to all Performance Measures, as noted in the 2019-2020 Texas 21st Century Community Learning Centers, Cycle 9, Year 4, Program Guidelines, and

**Texas Education Agency**  
**Every Student Succeeds Act (ESSA) Provisions and Assurances**

**EXHIBIT D**

shall provide the Texas Education Agency, upon request, any performance data necessary to assess the success of the program.

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

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

**Texas Education Agency**  
**Every Student Succeeds Act (ESSA) Provisions and Assurances**  
**EXHIBIT D**

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

- A. Each such program will be administered in accordance with all applicable statutes, regulations, program plans, and applications.
- B. The control of funds provided under each such program and title to property acquired with program funds will be in a public agency or in a nonprofit private agency, institution, organization, or Indian tribe, if the law authorizing the program provides for assistance to such entities.
- C. The public agency, nonprofit private agency, institution, organization, or Indian tribe will administer such funds and property to the extent required by the authorizing statutes.
- D. The applicant will adopt and use proper methods of administering each such program, including the enforcement of any obligations imposed by law on agencies, institutions, organizations, and other recipients responsible for carrying out each program and the correction of deficiencies in program operations that are identified through audits, monitoring, or evaluation.
- E. The applicant will cooperate in carrying out any evaluation of each such program conducted by or for the Texas Education Agency (TEA), the US Secretary of Education, or other federal officials.
- F. The applicant will use such fiscal control and fund accounting procedures as will ensure proper disbursement of, and accounting for, federal funds paid to such applicant under each such program.
- G. The applicant will submit such reports to TEA (which shall make the reports available to the governor) and the US Secretary of Education, as TEA and the US Secretary of Education may require to enable TEA and the US Secretary of Education to perform their duties under each such program.
- H. The applicant will maintain such records, provide such information, and afford access to the records as the Agency (after consultation with the governor) or the Secretary may find necessary to carry out the Agency's or the Secretary's duties.
- I. Before the application was submitted, the applicant afforded a reasonable opportunity for public comment on the application and has considered such comment.
- J. **Gun-Free Schools Act:** The local educational agency assures that it is in compliance with Section 37.007(e) of the Texas Education Code, which requires expulsion of a student who brings to school or possesses at school a firearm as defined by 18 United States Code (USC) Section 2891 (pursuant to the requirements in P.L. 114-95, Section 8561[b][1]). In addition, the local educational agency certifies that it has a policy requiring referral to the criminal justice or juvenile delinquency system of any student who brings a firearm or weapon to school (P.L. 114-95, Section 8561[h][1]).
- K. **Student Records Transfer:** The local educational agency shall ensure that a student's records and, if applicable, a student's individualized education program as defined in Section 602(11) of the Individuals with Disabilities Education Act, are transferred to a charter school upon the transfer of the student to the charter school, and to another public school upon the transfer of the student from a charter school to another public school, in accordance with applicable state law (P.L. 114-95, Section 4308).
- L. **Consolidation of Administrative Funds:** A local educational agency, with the approval of TEA, may consolidate and use for the administration of one or more programs under the Every Student Succeeds Act not more than the percentage, established in each program, of the total available for the local educational agency under those programs. A local educational agency that consolidates administrative funds shall not use any other funds under the programs included in the consolidation for administration for that fiscal year. Consolidated administrative funds shall be

**Texas Education Agency**  
**Every Student Succeeds Act (ESSA) Provisions and Assurances**

**EXHIBIT D**

used for the administration of the programs covered and may be used for coordination of these programs with other federal and non-federal programs and for dissemination of information regarding model programs and practices.

- M. **Privacy of Assessment Results:** Any results from an individual assessment referred to in the Every Student Succeeds Act of a student that become part of the education records of the student shall have the protections provided in Section 444 of the General Education Provisions Act (P.L. 114-95, Section 8523 and the Family Educational Rights and Privacy Act [FERPA] of 1975, as amended).
- N. **School Prayer:** The local educational agency certifies that it is in compliance with Section 25.901 of the Texas Education Code. In addition, as a condition of receiving funds under the Every Student Succeeds Act, the local educational agency certifies that no policy of the local educational agency prevents, or otherwise denies participation in, constitutionally

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

- O. **Equal Access to Public School Facilities—Boy Scouts of America Equal Access Act:** No public elementary school, public secondary school, or local educational agency that has a designated open forum or a limited public forum and that receives funds made available from the US Department of Education shall deny equal access or a fair opportunity to meet, or shall discriminate against, any group officially affiliated with the Boy Scouts of America, or any other youth group listed in Title 36 of the United States Code (as a patriotic society) that wishes to conduct a meeting within that designated open forum or limited public forum, including denying such access or opportunity or discriminating for reasons based on the membership or leadership criteria or oath of allegiance to God and country of the Boy Scouts of America or of the youth group listed in Title 36 of the United States Code (as a patriotic society). For the purposes of this section, an elementary school or secondary school has a limited public forum whenever the school involved grants an offering to, or opportunity for, one or more outside youth or community groups to meet on school premises or in school facilities before or after the hours during which attendance at the school is compulsory. Nothing in this section shall be construed to require any school, agency, or a school served by an agency to sponsor any group officially affiliated with the Boy Scouts of America, or any other youth group listed in Title 36 of the United States Code (as a patriotic society). Compliance with this provision will be enforced through rules and orders issued by the Office for Civil Rights. If the public school or agency does not comply with the rules or orders, no funds made available through the Department of Education shall be provided by a school that fails to comply with such rules or orders or to any agency or school served by an agency that fails to comply with such rules or orders (P.L. 114-95, Section 8525).
- P. **General Prohibitions:** None of the funds authorized under the Every Student Succeeds Act shall be used to develop or distribute materials, or operate programs or courses of instruction directed at youth, that are designed to promote or encourage sexual activity, whether homosexual or heterosexual; to distribute or to aid in the distribution by any organization of legally obscene materials to minors on school grounds; to provide sex education or HIV-prevention education in schools unless that instruction is age appropriate and includes the health benefits of abstinence; or to operate a program of contraceptive distribution in schools (P.L. 114-95, Section 8526).
- Q. **Armed Forces Recruiter Access to Students and Student Recruiting Information:** In accordance with guidance issued by the US Department of Education, each local educational agency receiving assistance under the Every Student Succeeds Act shall provide, on a



EXHIBIT D

request made by military recruiters or an institution of higher education, access to secondary school student names, address, and telephone listings, upon prior written consent of a student or the parent of a student. A secondary school student or the parent of the student may request that the student's name, address, and telephone listing not be released without prior written parental consent, and the local educational agency or private nonprofit school shall notify parents of the option to make a request and shall comply with any request. Each local educational agency receiving assistance under the Every Student Succeeds Act shall provide military recruiters the same access to secondary school students as is provided generally to post-secondary educational institutions or to prospective employers of those students (P.L. 114-95, Section 8528).

- R. **Unsafe School Choice Option:** The local educational agency certifies that it shall establish and implement a policy requiring that a student attending a persistently dangerous public elementary school or secondary school, as determined by TEA, or who becomes a victim of a violent criminal offense, while in or on the grounds of a public elementary or secondary school that the student attends, be allowed to attend a safe public elementary or secondary school within the local educational agency, including a public charter school (P.L. 114-95, Section 8532).
- S. **Civil Rights:** Nothing in the Every Student Succeeds Act shall be construed to permit discrimination on the basis of race, color, religion, sex (except as otherwise permitted under Title IX of the Education Amendments of 1972), national origin, or disability in any program funded under the Every Student Succeeds Act (P.L. 114-95, Section 8534).
- T. **Assurances related to the education of homeless children and youth:**
1. The LEA assures that each child of a homeless individual and each homeless youth shall have equal access to the same free, appropriate public education, including a public preschool education, as provided to other children and youth.
  2. The LEA assures that homeless children and youth are afforded the same free, appropriate public education as provided to other children and youth.
  3. The LEA assures that it will review and undertake steps to revise any laws, regulations, practices, or policies that may act as a barrier to the enrollment, attendance, or success in school of homeless children and youth.
  4. The LEA assures that it will not separate students from the mainstream school environment on the basis of homelessness alone.
  5. The LEA assures that homeless children and youth have access to the education and other services that they need in order to meet the same challenging state student academic achievement standards to which all students are held.
- U. **Definitions:** The following terms shall be defined as follows for programs authorized and carried out under the Every Student Succeeds Act:
1. **Charter School:** An open-enrollment charter school receiving federal funds of any type must meet the federal definition of a charter school as provided in P.L. 114-95, Section 4310(2). The term *charter school* means a school that:
    - a. Is created by a developer as a public school, or is adapted by a developer from an existing public school, and is **operated under public supervision and control**
    - b. Operates in pursuit of a specific set of educational objectives determined by the school's developer and agreed to by the authorized public chartering agency (i.e., the State Board of Education [SBOE])
    - c. Provides a program of elementary or secondary education, or both
    - d. Is nonsectarian in its programs, admissions policies, employment practices, and all other operations, and is not affiliated with a sectarian school or religious

**EXHIBIT D**

instruction

- e. **Does not charge tuition**
  - f. **Complies with the Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and Part B of the Individuals with Disabilities Education Act**
  - g. **Is a school to which parents choose to send their children, and that**
    - i. **admits students on the basis of a lottery, if more students apply for admission than can be accommodated**
    - ii. **in the case of a school that has an affiliated charter school (such as a school that is part of the same network of schools), automatically enrolls students who are enrolled in the immediate prior grade level of the affiliated charter school and, for any additional student openings or student openings created through regular attrition in student enrollment in the affiliated charter school and the enrolling school, admits students on the basis of a lottery as described in clause (i)**
  - h. **Agrees to comply with the same federal and state audit requirements as other elementary schools and secondary schools in the state, unless such requirements are specifically waived for the purpose of this program**
  - i. **Meets all applicable federal, state, and local health and safety requirements**
  - j. **Operates in accordance with state law**
  - k. **Has a written performance contract with the authorized public chartering agency in the state (i.e., SBOE) that includes a description of how student performance will be measured pursuant to state assessments that are required of other schools and pursuant to any other assessments mutually agreeable to the SBOE**
2. *Community-Based Organization:* A public or private nonprofit organization of demonstrated effectiveness that is representative of a community or significant segment of a community and that provides educational or related services to individuals in the community
3. *Highly Qualified:* This only applies to paraprofessionals.
4. *Parental Involvement:* The participation of parents in regular, two-way and meaningful communication involving student academic learning and other school activities, including ensuring:
- a. That parents play an integral role in assisting their child's learning
  - b. That parents are encouraged to be actively involved in their child's education at school
  - c. That parents are full partners in their child's education and are included, as appropriate, in decision making and on advisory committees to assist in the education of their child
  - d. The carrying out of other activities, such as those described in Section 1116 of P.L. 114-95.
5. *Professional Development:* Includes activities that: (P.L. 114-95, Section 8101(42))
- A. Are an integral part of school and local educational agency strategies for providing educators (including teachers, principals, other school leaders, specialized instructional support personnel, paraprofessionals, and, as applicable, early childhood educators) with the knowledge and skills

**EXHIBIT D**

necessary to enable students to succeed in a well-rounded education and to meet the challenging State academic standards; and

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

**Texas Education Agency**  
**Every Student Succeeds Act (ESSA) Provisions and Assurances**

**EXHIBIT D**

- xv. Involve the forming of partnerships with institutions of higher education to establish school-based teacher training programs that provide prospective teachers and beginning teachers with an opportunity to work under the guidance of experienced teachers and college faculty;
  - xvi. Create programs to enable paraprofessionals (assisting teachers employed by an LEA receiving assistance under Title I, Part A) to obtain the education necessary for those paraprofessionals to become certified and licensed teachers;
  - xvii. Provide follow-up training to teachers who have participated in activities described previously in this definition that are designed to ensure that the knowledge and skill learned by the teachers are implemented in the classroom; and
  - xviii. Where practicable, provide jointly for school staff and other early childhood education program providers, to address the transition to elementary school, including issues related to school readiness.
6. *Technology:* Modern information, computer and communication technology products, services, or tools, including, the Internet and other communications networks, computer devices and other computer and communications hardware, software applications, data systems, and other electronic content (including multimedia content) and data storage.
7. *Well-Rounded Education:* Courses, activities and programming in subjects such as English, reading or language arts, writing, science, technology, engineering, mathematics, foreign languages, civics and government, economics, arts, history, geography, computer science, music, career and technical education, health, physical education, and any other subject, as determined by the State or local educational agency, with the purpose of providing all students access to an enriched curriculum and educational experience.
- V. **TEA State ESSA Plan:** The LEA agrees to adopt any performance goals or indicators, or programmatic indicators submitted in the Texas Consolidated State Application for Funds Under the Every Student Succeeds Act.
- W. **Transfer of School Disciplinary Records:** The LEA assures it has a procedure in place to transfer disciplinary records, with respect to a suspension or expulsion, to any private or public elementary school or secondary school for any student who is enrolled or seeks, intends, or is instructed to enroll, on a full- or part-time basis, in the school. This requirement shall not apply to any disciplinary records with respect to a suspension or expulsion that are transferred from a private, parochial or other nonpublic school, person, institution, or other entity, that provides education below the college level (P.L. 114-95, Section 8537).

Revised 05/2017

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

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

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Contract ("Contract") is entered into by and between Harris County Department of Education ("HCDE") and **Galena Park** Independent School District ("ISD") for the purpose of providing 21<sup>st</sup> Century Community Learning Centers/Texas ACE **Cycle 10 Year 2** ("afterschool program") at select site(s) within the ISD.

**I. PURPOSE**

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

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

services in core academic areas, e.g. reading and literacy, mathematics, and science.

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

## **II. TERM**

This Contract shall be for the period beginning August 1, 2019, and ending July 31, 2020. Subject to the receipt of sufficient funds from the Texas Education Agency for 21<sup>st</sup> Century Community Learning Centers by HCDE and HCDE's written approval, this Contract may be renewed for additional year(s).

## **III. PROGRAM DESCRIPTION AND REQUIREMENTS**

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

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

1. Assist in the preparation of contracts, financial reports, requisitions, and inventory;

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

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



26. Provide a minimum of 5% of leveraging funds, including in-kind, to further support the Texas ACE Cycle 10 program.

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

for employees, receipts and invoices for supplies, and copies of contracts for contracted services purchased.

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

since the beginning of the year. The ISD will also report all sources of funding for the program(s) and the total cost of the program(s) to HCDE.

- N. The ISD agrees to obtain and assess criminal history record information for each employee or volunteer used in the Center(s) and to use only those persons fit to work with students.
- O. ISD agrees that it will comply with the assurances, certifications, and disclosures provided by Texas Education Agency, including the "General Provisions & Assurances," "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions," "Lobbying Certification", "Disclosures of Lobbying Activities", "Every Student Succeeds Act (ESSA) Provisions and Assurances" and "Program-Specific Provisions & Assurances", which are attached hereto as Exhibit D and incorporated by reference into this Contract.
- P. The ISD further agrees that it will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protections Agency regulations (40 CFR part 15), and mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- Q. The ISD agrees that the certifications and agreements included in the HCDE Vendor Certification Forms, attached hereto as Exhibit A and incorporated by reference in the agreement for all purposes, is true and correct.
- R. The ISD agrees to provide the after-school program to at least the number of students and parents indicated on Exhibit C attached to the Contract. The ISD further agrees that if any time after November 18, 2019, the HCDE CASE for Kids Director determines that there is less than 60% of the agreed-upon students and/or parents in the afterschool program/Center (the numbers on Exhibit C), HCDE may withhold and reserve up to one-third of the budget (Exhibit B of the Contract) that it would have otherwise paid to the ISD and use those funds, in HCDE's sole discretion, to try to increase student and/or parent participation. The ISD agrees and understands that this will result in receipt by the ISD of up to one-third less funds than the ISD would have received under the Contract as specified in Exhibit B. Upon January 1, 2020, if less than 50% of the budget is not allocated for program expenditures, HCDE reserves the right to reduce the ISD's operating budget for the spring term and in subsequent grant years, as applicable.

#### **IV. COMPENSATION AND FUNDING**

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

- **\$129,500.00** for providing the Center in accordance with Section III at **North Shore Elementary**.
- **\$129,500.00** for providing the Center in accordance with Section III at **Tice Elementary**.
- **\$129,500.00** for providing the Center in accordance with Section III at **Williamson Elementary**

The ISD must submit an itemized monthly statement detailing expenses with supporting documentation for the Center(s) in order to receive payment of these expenses. HCDE will pay the ISD within 60 days of receiving sufficient funds as described below. Only invoices for allowable expenses, per grant fiscal guidelines, incurred during the term of this Contract will be paid by HCDE. The ISD waives any statutory right to interest the ISD may have under Chapter 2251 of the Texas Government Code. The ISD may be eligible for a prorated amount, in HCDE's sole discretion, if the ISD is unable to maintain its Center(s) in accordance with the site description. Included in these requirements are: the number of Centers in the ISD where the Center programs are provided; the number of students and adults served in the ISD by the Center programs; and fulfillment of the total number of days of providing service. It is expected that the Center will expend a minimum of 90% of the total grant award outlined herein. The ISD agrees that if any time after January 31, 2020, the HCDE CASE for Kids Director determines that the ISD does not have a realistic action plan to expend at least 90% of the grant award amount, HCDE may withhold and reserve up to one-third of the budget (Exhibit B) that would have otherwise been paid to the ISD and use those funds, in HCDE's sole discretion, to allocate allowable expenses to support the afterschool program/Center, in accordance with the grant fiscal guidelines and procedures. HCDE will notify the ISD at least two weeks prior to re-allocation/withholding of funds from the ISD in support of the afterschool program/Center.

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

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

## **VI. PIGGYBACKING ON HCDE-PROCURED CONTRACTS**

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, the District may, in its discretion, enter into separate and independent contracts with CASE Afterschool and Summer

Direct Service Providers, procured by HCDE in accordance with Section 44.031 of the Texas Education Code, that employ the same negotiated terms and conditions contained in an existing contract(s) between HCDE and the Direct Service Provider.

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

#### **V. RELATIONSHIP**

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

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

#### **VI. TERMINATION**

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

#### **VII. AUTHORIZATION**

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

#### **VIII. NOTICE**

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

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

Attention: Dr. Angi Williams  
Galena Park Independent School District  
14705 Woodforest Blvd.  
Houston, Texas 77015

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

#### **IX. GOVERNING LAW**

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

#### **X. VENUE**

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

#### **XI. ENTIRE AGREEMENT**

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

#### **XII. AMENDMENT**

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

#### **XIII. ASSIGNMENT**

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

#### **XIV. SEVERABILITY**

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

#### **XV. BENEFIT FOR SIGNATORY PARTIES ONLY**

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

#### **XVI. IMMUNITIES**

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_ of the Year 2019.

By:

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

By:

  
\_\_\_\_\_  
Dr. Angi Williams  
Superintendent  
Galena Park Independent School District

## EXHIBIT B

Galena Park ISD/North Shore Elementary
CASE for Kids 21st Century/Texas ACE Cycle 10, Year 2 Budget

### Personnel -- 6100

Site Director	\$ 50,395
School Year Certified Teachers	\$ 16,500
Summer Certified Teachers	\$ 3,000
School Year Para-professionals	\$ 19,800
Summer Para-professionals	\$ 4,200
Librarian	\$ 2,475
<b>Payroll</b>	<b>\$ 96,370</b>
Site Coordinator Fringe Benefits	\$ 7,559
Staff Fringe Benefits	\$ 5,517
<b>Fringe Benefits</b>	<b>\$ 13,076</b>
<b>Total Payroll Costs 6100</b>	<b>\$ 109,446</b>

### Professional & Contractual Services -- 6200

Topic: Academic Assistance	\$0
Topic: Enrichment	\$0
Topic: College & Career Readiness	\$0
Topic: Family & Parental Engagement	\$0
<b>Total Professional &amp; Contractual Services 6200</b>	<b>\$ -</b>

### Materials & Supplies -- 6300

Site Coordinator Office Supplies	\$ 7,758
Family Engagement Supplies	\$ 600
Program Consumable Supplies	\$ 5,562
Program Consumable Supplies (Robotics Materials)	\$ 1,796
Program Literacy Materials	\$ 1,700
<b>Total Materials &amp; Supplies 6300</b>	<b>\$ 17,416</b>

### Other Operating Costs -- 6400

Snacks for Family Engagement	\$ 150
Mileage	\$ 1,288
In-state Conference (OSTICON)	\$ 1,200
<b>Total Other Operating Costs 6400</b>	<b>\$ 2,638</b>

<b>Total:</b>	<b>\$ 129,500</b>
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## EXHIBIT B

Galena Park ISD/Tice Elementary
CASE for Kids 21st Century/Texas ACE Cycle 10, Year 2 Budget

### Personnel -- 6100

Site Director	\$ 50,395
School Year Certified Teachers	\$ 16,500
Summer Certified Teachers	\$ 3,000
School Year Para-professionals	\$ 19,800
Summer Para-professionals	\$ 4,200
Librarian	\$ 2,475
<b>Payroll</b>	<b>\$ 96,370</b>
Site Coordinator Fringe Benefits	\$ 7,559
Staff Fringe Benefits	\$ 5,517
<b>Fringe Benefits</b>	<b>\$ 13,076</b>
<b>Total Payroll Costs 6100</b>	<b>\$ 109,446</b>

### Professional & Contractual Services -- 6200

Topic: Academic Assistance	\$0
Topic: Enrichment	\$0
Topic: College & Career Readiness	\$0
Topic: Family & Parental Engagement	\$0
<b>Total Professional &amp; Contractual Services 6200</b>	<b>\$ -</b>

### Materials & Supplies -- 6300

Site Coordinator Office Supplies	\$ 7,758
Family Engagement Supplies	\$ 600
Program Consumable Supplies	\$ 5,562
Program Consumable Supplies (Robotics Materials)	\$ 1,796
Program Literacy Materials	\$ 1,700
<b>Total Materials &amp; Supplies 6300</b>	<b>\$ 17,416</b>

### Other Operating Costs -- 6400

Snacks for Family Engagement	\$ 150
Mileage	\$ 1,288
In-state Conference (OSTICON)	\$ 1,200
<b>Total Other Operating Costs 6400</b>	<b>\$ 2,638</b>

<b>Total:</b>	<b>\$ 129,500</b>
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## EXHIBIT B

Galena Park ISD/Williamson Elementary
CASE for Kids 21st Century/Texas ACE Cycle 10, Year 2 Budget

### Personnel -- 6100

Site Director	\$ 50,395
School Year Certified Teachers	\$ 16,500
Summer Certified Teachers	\$ 3,000
School Year Para-professionals	\$ 19,800
Summer Para-professionals	\$ 4,200
Librarian	\$ 2,475
<b>Payroll</b>	<b>\$ 96,370</b>
Site Coordinator Fringe Benefits	\$ 7,559
Staff Fringe Benefits	\$ 5,517
<b>Fringe Benefits</b>	<b>\$ 13,076</b>
<b>Total Payroll Costs 6100</b>	<b>\$ 109,446</b>

### Professional & Contractual Services -- 6200

Topic: Academic Assistance	\$0
Topic: Enrichment	\$0
Topic: College & Career Readiness	\$0
Topic: Family & Parental Engagement	\$0
<b>Total Professional &amp; Contractual Services 6200</b>	<b>\$ -</b>

### Materials & Supplies -- 6300

Site Coordinator Office Supplies	\$ 7,758
Family Engagement Supplies	\$ 600
Program Consumable Supplies	\$ 5,562
Program Consumable Supplies (Robotics Materials)	\$ 1,796
Program Literacy Materials	\$ 1,700
<b>Total Materials &amp; Supplies 6300</b>	<b>\$ 17,416</b>

### Other Operating Costs -- 6400

Snacks for Family Engagement	\$ 150
Mileage	\$ 1,288
In-state Conference (OSTICON)	\$ 1,200
<b>Total Other Operating Costs 6400</b>	<b>\$ 2,638</b>

<b>Total:</b>	<b>\$ 129,500</b>
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# EXHIBIT C

## CENTER INFORMATION

Ctr #	9 Digit campus ID #	Name of Center/Host Site	Physical Address	City	Zip	Phone Number	# of Feeder Schools	Grade Levels Served (PK to 12)	# Students Served	# Adults Served
C2	101-910-108	North Shore Elementary	14310 Duncannon	Houston,	77015	832-386-1152	0	K-5	110	40

### Part 3: Center Operations Chart (one per center)

Center 1 Name:		North Shore Elementary											
Program Operations					Fall Term		Spring Term		Summer Term		Total		
Start Date (MM/DD/YY):					09/03/2019		12/09/2019		06/01/2020				
End Date (MM/DD/YY):					12/06/2019		05/14/2020		07/09/2020				
Total number of weeks (offering minimum # of weekly program hours)					15		18		6		39		
Program Schedule/Hours													
Day of the Week		Fall Term				Spring Term				Summer Term			
		AM Start	AM End	PM Start	PM End	AM Start	AM End	PM Start	PM End	AM Start	AM End	PM Start	PM End
Sunday		--	--	--	--	--	--	--	--	--	--	--	--
Monday		6:45	7:30	3:15	6:00	6:45	7:30	3:15	6:00	8:00	--	--	12:00
Tuesday		6:45	7:30	3:15	6:00	6:45	7:30	3:15	6:00	8:00	--	--	12:00
Wednesday		6:45	7:30	3:15	6:00	6:45	7:30	3:15	6:00	8:00	--	--	12:00
Thursday		6:45	7:30	3:15	6:00	6:45	7:30	3:15	6:00	8:00	--	--	12:00
Friday		6:45	7:30	3:15	6:00	6:45	7:30	3:15	6:00	--	--	--	--
Saturday		--	--	--	--	--	--	--	--	--	--	--	--
Total Hours Per Week		17.5				17.5				16			
Number of Saturdays Per Month (OPTIONAL):		0				0				0			

## EXHIBIT C

### CENTER INFORMATION

Ctr #	9 Digit campus ID #	Name of Center/Host Site	Physical Address	City	Zip	Phone Number	# of Feeder Schools	Grade Levels Served (PK to 12)	# Students Served	# Adults Served
C3	101-910-111	Tice Elementary	14120 Wallisville	Houston,	77049	832-386-1152	0	K-5	110	40

### Part 3: Center Operations Chart (one per center)

<b>Center 1 Name:</b>		Tice Elementary											
<b>Program Operations</b>						<b>Fall Term</b>		<b>Spring Term</b>		<b>Summer Term</b>		<b>Total</b>	
<b>Start Date (MM/DD/YY):</b>						09/03/2019		12/09/2019		06/01/2020			
<b>End Date (MM/DD/YY):</b>						12/06/2019		05/14/2020		07/09/2020			
<b>Total number of weeks (offering minimum # of weekly program hours)</b>						15		18		6		39	
<b>Program Schedule/Hours</b>													
<b>Day of the Week</b>		<b>Fall Term</b>				<b>Spring Term</b>				<b>Summer Term</b>			
		<b>AM Start</b>	<b>AM End</b>	<b>PM Start</b>	<b>PM End</b>	<b>AM Start</b>	<b>AM End</b>	<b>PM Start</b>	<b>PM End</b>	<b>AM Start</b>	<b>AM End</b>	<b>PM Start</b>	<b>PM End</b>
Sunday		--	--	--	--	--	--	--	--	--	--	--	--
Monday		6:45	7:30	3:15	6:00	6:45	7:30	3:15	6:00	8:00	--	--	12:00
Tuesday		6:45	7:30	3:15	6:00	6:45	7:30	3:15	6:00	8:00	--	--	12:00
Wednesday		6:45	7:30	3:15	6:00	6:45	7:30	3:15	6:00	8:00	--	--	12:00
Thursday		6:45	7:30	3:15	6:00	6:45	7:30	3:15	6:00	8:00	--	--	12:00
Friday		6:45	7:30	3:15	6:00	6:45	7:30	3:15	6:00	--	--	--	--
Saturday		--	--	--	--	--	--	--	--	--	--	--	--
<b>Total Hours Per Week</b>		17.5				17.5				16			
<b>Number of Saturdays Per Month:</b>		0				0				0			

# EXHIBIT C

## CENTER INFORMATION

Ctr #	9 Digit campus ID #	Name of Center/Host Site	Physical Address	City	Zip	Phone Number	# of Feeder Schools	Grade Levels Served (PK to 12)	# Students Served	# Adults Served
C4	101-910-115	Williamson Elementary	6720 New Forrest Parkway	Houston,	77049	832-386-1152	0	K-5	110	40

### Part 3: Center Operations Chart (one per center)

<b>Center 1 Name:</b>		Williamson Elementary											
<b>Program Operations</b>						<b>Fall Term</b>		<b>Spring Term</b>		<b>Summer Term</b>		<b>Total</b>	
<b>Start Date (MM/DD/YY):</b>						09/03/2019		12/09/2019		06/01/2020			
<b>End Date (MM/DD/YY):</b>						12/06/2019		05/14/2020		07/09/2020			
<b>Total number of weeks (offering minimum # of weekly program hours)</b>						15		18		6		39	
<b>Program Schedule/Hours</b>													
<b>Day of the Week</b>		<b>Fall Term</b>				<b>Spring Term</b>				<b>Summer Term</b>			
		<b>AM Start</b>	<b>AM End</b>	<b>PM Start</b>	<b>PM End</b>	<b>AM Start</b>	<b>AM End</b>	<b>PM Start</b>	<b>PM End</b>	<b>AM Start</b>	<b>AM End</b>	<b>PM Start</b>	<b>PM End</b>
Sunday		--	--	--	--	--	--	--	--	--	--	--	--
Monday		6:45	7:30	3:15	6:00	6:45	7:30	3:15	6:00	8:00	--	--	12:00
Tuesday		6:45	7:30	3:15	6:00	6:45	7:30	3:15	6:00	8:00	--	--	12:00
Wednesday		6:45	7:30	3:15	6:00	6:45	7:30	3:15	6:00	8:00	--	--	12:00
Thursday		6:45	7:30	3:15	6:00	6:45	7:30	3:15	6:00	8:00	--	--	12:00
Friday		6:45	7:30	3:15	6:00	6:45	7:30	3:15	6:00	--	--	--	--
Saturday		--	--	--	--	--	--	--	--	--	--	--	--
<b>Total Hours Per Week</b>		17.5				17.5				16			
<b>Number of Saturdays Per Month:</b>		0				0				0			

**Texas Education Agency**  
**Every Student Succeeds Act (ESSA) Provisions and Assurances**  
**Exhibit D**

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

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

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

**Texas Education Agency**  
**Every Student Succeeds Act (ESSA) Provisions and Assurances**

**Exhibit D**

Principles (GAAP). Capital Assets include: (a) Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; and (b) Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to Capital Assets that materially increase their value or useful life (not ordinary repairs and maintenance).(2 CFR §200.12).

If the Subrecipient purchases Capital Assets (furniture and/or equipment) with Subaward funds to accomplish the objective(s) of the project, title will remain with the Subrecipient for the period of the Subaward. The Agency reserves the right to transfer Capital Assets for Subrecipient noncompliance during the Subaward period or as needed after the ending date of the Subaward. This provision applies to any and all furniture and/or equipment regardless of unit price and how the item is classified in the Subrecipient's accounting record.

- **Capital Expenditures:** Expenditures to acquire Capital Assets or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to Capital Assets that materially increase their value or useful life. (2 CFR §200.13)
  - **Protected Personally Identifiable Information (PII):** An individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII that is required by law to be disclosed (2 CFR §200.82)
- B. **Contingency:** The agreement represented by this Subaward is executed by the Agency subject to the availability of funds appropriated by legislative act for the purposes stated. All Amendments and/or extensions or subsequent Subaward agreements entered into for the same or continued purposes are executed contingent upon the availability of appropriated funds. Notwithstanding any other provision in this Subaward agreement or any other document, this Subaward agreement is void upon appropriated funds becoming unavailable. In addition, this Subaward agreement may be terminated by the Agency at any time for any reason upon notice to the Subrecipient. Expenditures and/or activities for which the Subrecipient may claim reimbursement shall not be accrued or claimed subsequent to receipt of such notice from the Agency. This Subaward agreement may be extended or otherwise amended only by formal written Amendment properly executed by both the Agency and the Subrecipient. No other agreement, written or oral, purporting to alter or amend this Subaward shall be valid.
- C. **Subrecipient's Application:** Furnished to the Agency in response to a request for Application, is incorporated in this Subaward by reference for all necessary purposes. It is specifically provided; however, that the provisions of this Subaward shall prevail in all cases of conflict arising from the terms of the Subrecipient's Application whether such Application is a written part of this Subaward or is attached as a separate document.
- D. **Requirements, Terms, Conditions, and Assurances:** Stated in the Request for Application, in response to which the Applicant is submitting this Application, and are incorporated herein by reference for all purposes. The instructions to the Standard Application System, as well as the General and Fiscal Guidelines and Program Guidelines, are incorporated herein by reference.
- E. **Signature Authority; Final Expression; Superseding Document:** The Applicant certifies that the person signing or certifying and submitting this Application has been properly delegated this authority. The Subaward represents the final and complete expression of the terms of agreement between the parties. The Subaward supersedes any previous understandings or negotiations between the parties. Any representations, oral statements, promises, or warranties that differ from the Subaward shall have no force

**Texas Education Agency**  
**Every Student Succeeds Act (ESSA) Provisions and Assurances**

**Exhibit D**

or effect. The Subaward may be modified, amended, or extended only by formal written Amendment properly executed by both TEA and the Subrecipient.

- F. **State of Texas Laws:** In the conduct of the Subaward Project, the Subrecipient shall be subject to Texas State Board of Education and Commissioner rules pertaining to this Subaward and the Subaward Project and to the laws of the State of Texas governing this Subaward and the Subaward Project. This Subaward constitutes the entire agreement between the Agency and the Subrecipient for the accomplishment of the Subaward Project. This Subaward shall be interpreted according to the laws of the State of Texas except as may be otherwise provided for in this Subaward.
- G. **Monitoring:** Desk reviews, on-site monitoring reviews, arranging for agreed-upon-procedures engagements, and training and technical assistance on program-related matters may be conducted by the Agency to determine compliance with the approved Application and the applicable statute(s), law(s), regulations, and guidelines.
- TEA conducts federal fiscal Grant Subrecipient monitoring and compliance reviews, and implements related remedies for noncompliance, in accordance with its established policies and procedures. These policies and procedures incorporate best practices and standards that may be similar to common auditing standards, but the Agency does not apply a specific set of external standards, such as the US Government Accountability Office's Generally Accepted Government Auditing Standards (Yellow Book), nor is it required to do so.
- H. **Specific Conditions:** If TEA identifies, in its sole determination, a grantee as posing a level of risk identified by the agency's risk criteria, the grantee has a history of failure to comply with the terms and conditions of the 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)



**Texas Education Agency**  
**Every Student Succeeds Act (ESSA) Provisions and Assurances**

**Exhibit D**

- L. **Subaward Cancellation, etc.:** If this Subaward is canceled, terminated, or suspended by the Agency prior to its expiration date, the reasonable monetary value of services properly performed by the Subrecipient pursuant to this Subaward prior to such cancellation, termination, or suspension shall be determined by the Agency and paid to the Subrecipient as soon as reasonably possible.
- M. **Indemnification:** The Subrecipient, to the extent permitted by law, shall hold the Agency harmless from and shall indemnify the Agency against any and all claims, demands, and causes of action of whatever kind or nature asserted by any third party and occurring or in any way incident to, arising from, or in connection with, any acts of the Subrecipient, its agents, employees, and subcontractors, done in the conduct of the Subaward Project.
- N. **Encumbrances/Obligations and Liquidations:** All encumbrances/obligations shall occur on or between the beginning and ending dates of the Subaward unless pre-award costs are expressly permitted for the individual Grant program. In general, goods or services delivered near the end of the Grant period may be viewed by TEA as not necessary to accomplish the objectives of the current Grant program; however, TEA will evaluate such expenditures on a case-by-case basis. A TEA monitor or an auditor may disallow those expenditures if the Grantee is unable to (1) document the need for the expenditures, (2) demonstrate that program beneficiaries receive benefit from the late expenditures, or (3) negate the appearance of "stockpiling" supplies or equipment. The Subrecipient must receive the benefit and liquidate (record as an expenditure) all obligations incurred under the Subaward no later than the revised final expenditure report due date. An encumbrance cannot be considered an expenditure or accounts payable until the goods have been received and the services have been rendered. Obligations that are liquidated and recognized as expenditures must meet the allowable cost principles in 2 CFR Part 200 of EDGAR (as applicable) and program rules, regulations, and guidelines contained elsewhere. This provision applies to all Grant programs, including state and federal, discretionary and formula.
- O. **Financial Management and Accounting:** The Subrecipient assures it will maintain a financial management system that provides for the following: (1) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, name of the Federal Agency, and name of the pass-through entity, if any. (2) Accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with the reporting requirements set forth in 2 CFR §§200.327 Financial reporting and 200.328 Monitoring and reporting program performance. If a Federal awarding Agency requires reporting on an accrual basis from a recipient that maintains 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

**Texas Education Agency**  
**Every Student Succeeds Act (ESSA) Provisions and Assurances**  
**Exhibit D**

and Reporting (FAR) module of the *Financial Accountability System Resource Guide*, Texas Education Agency.

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

**Exhibit D**

agreements shall be provided to TEA promptly upon request.

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

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

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

- V. **Unfair Business Practices:** By signing this Subaward, the Subrecipient, if other than a state Agency, certifies that the Subrecipient, within the preceding 12 months, has not been found guilty, in a judicial or state Agency administrative proceeding, of unfair business practices. The Subrecipient, if other than a state Agency, also certifies that no officer of its company has, within the preceding 12 months, served as an officer in another company which has been found, in a judicial or state Agency administrative proceeding, to be guilty of unfair business practices.
- The Subrecipient, whether a state Agency or not a state Agency, certifies that no funds provided under this Subaward shall be used to purchase supplies, equipment, or services from any companies found to be guilty of unfair business practices within 12 months from the determination of guilt.
- W. **Subcontracting:** The Subrecipient shall not assign or subcontract any of its rights or responsibilities under this Subaward, except as may be otherwise provided for in this Application, without prior formal written approval Granted as an Amendment to this Subaward properly executed by both the Agency and the Subrecipient.
- X. **Use of Consultants:** Notwithstanding any other provision of this Application, Applicant shall

**Texas Education Agency**  
**Every Student Succeeds Act (ESSA) Provisions and Assurances**

**Exhibit D**

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

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

- EE. **Federal Rules, Laws, and Regulations That Apply to All Federal Programs:** The Subrecipient shall be subject to and shall abide by all federal laws, rules, and regulations pertaining to the Subaward Project, including but not limited to:
  - 1. **Americans With Disabilities Act**, Public Law (P.L.) 101-336, 42 United States

**Texas Education Agency**  
**Every Student Succeeds Act (ESSA) Provisions and Assurances**

**Exhibit D**

- Code (USC) section 12101, and the regulations effectuating its provisions contained in 28 CFR Parts 35 and 36, 29 CFR Part 1630, and 47 CFR Parts 0 and 64.
2. **Title VI of the Civil Rights Act of 1964**, as amended (prohibition of discrimination by race, color, or national origin), and the regulations effectuating its provisions contained in 34 CFR Part 100.
  3. **Title IX of the Education Amendments of 1972**, as amended (prohibition of sex discrimination in educational institutions) and the regulations effectuating its provisions contained in 34 CFR Part 106, if the Subrecipient is an educational institution.
  4. **Section 504 of the Rehabilitation Act of 1973**, as amended (nondiscrimination on the basis of handicapping condition), and the regulations effectuating its provisions contained in 34 CFR Parts 104 and 105.
  5. **Age Discrimination Act of 1975**, as amended (prohibition of discrimination on basis of age), and any regulations issued thereunder, including the provisions contained in 34 CFR Part 110.
  6. **Family Educational Rights and Privacy Act (FERPA) of 1975**, as amended (ensures access to educational records for students and parents while protecting the privacy of such records), and any regulations issued thereunder, including **Privacy Rights of Parents and Students** (34 CFR Part 99), if the Subrecipient is an educational institution (20 USC 1232g).
  7. Section 509 of H.R. 5233 as incorporated by reference in P.L. 99-500 and P.L. 99-591 (**prohibition against the use of federal Grant funds to influence legislation pending before Congress**).
  8. **Pro-Children Act of 2001**, which states that no person shall permit smoking within any indoor facility owned or leased or contracted and utilized for the provision of routine or regular kindergarten, elementary, or secondary education or library services to children (P.L. 107-110, section 4303[a]). In addition, no person shall permit smoking within any indoor facility (or portion of such a facility) owned or leased or contracted and utilized for the provision of regular or routine health care or day care or early childhood development (Head Start) services (P.L. 107-110, Section 4303[b][1]). Any failure to comply with a prohibition in this Act shall be considered to be a violation of this Act and any person subject to such prohibition who commits such violation may be liable to the United States for a civil penalty, as determined by the Secretary of Education (P.L. 107-110, section 4303[e][1]).
  9. **Fair Labor Standards Act (29 USC 207)**, **Davis Bacon Act (40 USC 276[a])**, and **Contract Work Hours and Safety Standards Act (40 USC 327 et seq.)**, as applicable, and their implementing regulations in 29 CFR 500-899; 29 CFR Parts 1, 3, 5, and 7; and 29 CFR Parts 5 and 1926, respectively.
  10. P.L. 103-227, Title X, Miscellaneous Provisions of the GOALS 2000: Educate America Act; P.L. 103-382, Title XIV, General Provisions of the Elementary and Secondary Education Act, as amended; and General Education Provisions Act, as amended.
  11. **Prohibition of Text Messaging and Emailing while Driving during Official Federal Grant Business**: Personnel funded from federal Grants and their subcontractors and Subgrantee are prohibited from text messaging while driving an organization-owned vehicle, or while driving their own privately owned vehicle during official Grant business, or from using organization-supplied electronic equipment to text message or email while driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership On Reducing Text Messaging While Driving," October 1, 2009 (pursuant to provisions attached to federal Grants funded by the US Department of Education).
  12. **Trafficking Victims Protection Act of 2000 (TVPA)**, as amended (**22 USC 7104[g]**): In accordance with 2 CFR 175, this award may unilaterally be terminated, without penalty, if Subrecipient or an employee of Subrecipient violates any of the

**Texas Education Agency**  
**Every Student Succeeds Act (ESSA) Provisions and Assurances**

**Exhibit D**

applicable prohibitions of this award term through conduct that is either associated with performance under this award or imputed to Subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 CFR 85.630. Subrecipient and Subrecipient's employees may not i) Engage in severe forms of trafficking in persons during the period of time that the award is in effect; ii) Procure a commercial sex act during the period of time the award is in effect; or iii) Use forced labor in the performance of the award or Subaward under the award. Subrecipient must inform the proper authorities and Agency immediately of any information it receives from any source alleging a violation of the applicable prohibitions of this award term. In addition to all other remedies for noncompliance that are available to the Agency under this award, Subrecipient must include the requirements of this provision in any Subaward made to a private entity.

**FF. Federal Regulations Applicable to All Federal Programs:**

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

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

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

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

**Texas Education Agency**  
**Every Student Succeeds Act (ESSA) Provisions and Assurances**

**Exhibit D**

constructed with the use of Federal funds are accessible to and usable by individuals with disabilities (20 USC 1232 (e));

8. **Sharing Information:** That the local educational Agency has adopted effective procedures for acquiring and disseminating to teachers and administrators participating in each program significant information from educational research, demonstrations, and similar projects, and for adopting, where appropriate, promising educational practices developed through such projects (20 USC 1232(e)); and
9. **Direct Financial Benefit:** That none of the funds expended under any applicable program will be used to acquire equipment (including computer software) in any instance in which such acquisition results in a direct financial benefit to any organization representing the interests of the purchasing entity or its employees or any affiliate of such an organization (20 USC 1232(e)).
10. **Prohibition of Funds for Busing:** No funds appropriated for the purpose of carrying out any applicable program may be used for the transportation of students or teachers (or for the purchase of equipment for such transportation) in order to overcome racial imbalance in any school or school system, or for the transportation of students or teachers (or for the purchase of equipment for such transportation) in order to carry out a plan of racial desegregation of any school or school system, except for funds appropriated pursuant to title VIII of the Elementary and Secondary Education Act of 1965 [20 U.S.C. 7701 et seq.], but not including any portion of such funds as are attributable to children counted under section 8003(d) of such Act [20 U.S.C. 7703(d)] or residing on property described in section 8013(10) of such Act [20 U.S.C. 7713(10)] (20 USC 1228).

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

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

- II. **Family Code Applicability:** With its signature on Schedule #1 of the paper Application or by certifying and submitting the eGrants Application, the Subrecipient, if other than a state Agency, certifies that under Section 231.006, Family Code, that the Subrecipient is not ineligible to receive payment under this Subaward and acknowledges that this Subaward may be terminated and payment may be withheld if this certification is inaccurate. TEA reserves the right to terminate this Subaward if the Subrecipient is found to be ineligible to receive payment. If the Subrecipient is found to be ineligible to receive payment and the Subaward is terminated, the Subrecipient is liable to TEA for attorney's fees; the costs necessary to complete the Subaward, including the cost of advertising and awarding a second Subaward; and any other damages or relief provided by law or equity.
- JJ. **Interpretation:** In the case of conflicts arising in the interpretation of wording and/or meaning of various sections, parts, appendices, General Provisions and Assurances, Program-Specific Provisions and Assurances, exhibits, attachments, or other documents, the TEA Subaward and its General Provisions and Assurances, Program-Specific Provisions and Assurances, appendices, Errata, and General and Fiscal Guidelines shall take precedence over all other documents that are 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.

**Texas Education Agency**  
**Every Student Succeeds Act (ESSA) Provisions and Assurances**

**Exhibit D**

- 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 to TEA within 30 days of project completion.
- OO. **Protected Personally Identifiable Information (Protected PII):** The Subrecipient agrees to take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding Agency or pass-through entity designates as sensitive or the non-federal entity considers sensitive consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality.
- PP. The Subrecipient assures that the Grantee Manager and/or Grantee Official, or such person using the Grantee Manager or Grantee Official's credentials, has been authorized by the Subrecipient organization to enter the organization into legally binding agreements for grant payment purposes prior to the Grantee Manager or Grantee Official certifying and submitting expenditure payment requests in the TEA Expenditure Reporting (ER) System.

Revised 02/2019

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



**Exhibit D**

**Statutory & Program Assurances**

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

- The applicant provides assurance that program funds will supplement (increase the level of service), and not supplant (replace) state mandates, State Board of Education rules, and activities previously conducted with state or local funds. The applicant provides assurance that state or local funds may not be decreased or diverted for other purposes merely because of the availability of these funds. The applicant provides assurance that program services and activities to be funded from this grant will be supplementary to existing services and activities and will not be used for any services or activities required by state law, State Board of Education rules, or local policy.
- The applicant provides assurance that the application does not contain any information that would be protected by the Family Educational Rights and Privacy Act (FERPA) from general release to the public.
- The applicant provides assurance they accept and will comply with Every Student Succeeds Act Provisions and Assurances requirements.
- The applicant provides assurance that proof of nonprofit status will be submitted with the grant application, if applicable.
- The applicant provides assurance that the program will take place in a safe facility that is properly equipped and accessible to participants and family members.
- The applicant provides assurance that the proposed program was developed, and will be carried out in active collaboration with the schools that participating students attend, including through the sharing of relevant data among schools, all participants of the eligible entity, and any partnership entities in compliance with applicable laws relating to privacy and confidentiality and in alignment with the challenging state academic standards and any local academic standards.
- The applicant provides assurance that the program will target students who primarily attend schools eligible for schoolwide programs under ESEA as amended by ESSA, Section 1114, and the families of such students.
- The applicant will adhere to the level of services in the approved application and in the agreed-upon center operation schedules and will provide those services to eligible students through this and all continuation and renewal grant periods, as applicable. Applicant acknowledges that proposed amendments that reduce the level of services to below the Year 1 awarded application will be approved only in extreme or unusual circumstances and that failure to adhere to service levels and student targets will result in reduced funding during the subsequent continuation grant period. Grant funds remaining unexpended at the end of the expenditure reporting period for the grant award will not be made available by TEA to supplement continuation grant awards.
- The applicant provides assurance that services for students and families will begin no earlier than August 1, 2019, and no later than September 3, 2019.
- The applicant assures that services will be provided at no cost to participants. Applicants are prohibited from collecting fees, including late pickup fees or any other fee.
- The applicant assures that activities will be supervised at all times by qualified staff at adult to student ratios that meet or exceed TEC Chapter 25, Subchapter D requirements or other state required ratios as applicable.
- The applicant will adhere to a TEA-approved schedule that meets or exceeds program service requirements at each center and that provides a consistent and dependable schedule of weekly activities for all students enrolled.
  - A minimum of 35 weeks per year across all terms, including summer. TEA will count only the weeks in which a center offered the minimum number of hours-per-week toward the 35-week total. Make-up hours will be credited. The week runs from Sunday through Saturday.
  - A minimum of four days per week for the fall and spring terms
  - A minimum of 12 hours per week (applicants should not propose to offer more than 20 hours of programming per week). Note: Transportation time that exceeds 30 minutes per-day shall not be counted towards minimum hours-per-week of programming.

**Texas Education Agency**  
**Every Student Succeeds Act (ESSA) Provisions and Assurances**

**Exhibit D**

- A minimum of six weeks and four hours per day, four days per week during the summer term. Continuous weeks are not required. Applicants may offer four weeks of summer programming during the grant period that ends July 31, 2020, but if approved, the grantee must offer two weeks of summer programming in the subsequent continuation period between August 1, 2020, and the first student attendance day for the 2020 -2021 school year.
  - Hours dedicated to program activities for adult family members will not count toward student programming.
- The applicant assures that center-level activities will be a minimum of 45 consecutive minutes in length and planned for each hour that a center is operating. Activities will be intentionally designed to address student needs and student

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

- The applicant assures that academic, academic enrichment, accelerated learning, and tutoring activities will align with the regular school day program and state standards. Enrichment activities will enhance the academic-related activities of the regular day and/or be aligned with a documented student or campus need.
- The applicant assures that all activities will occur at an approved center or, on a limited and pre-approved basis, at an adjunct site or during an approved field trip. Activities at a non-approved location, such as a feeder school, are unallowable and will not be charged to the grant.
- The applicant will offer families of students served by the program opportunities for active and meaningful engagement in their children's education and opportunities for literacy and related educational development. Family activities will be designed to meet the identified needs of each center's families and students; the needs of working families will be specifically addressed. Activities will be ongoing and consistently available throughout each term. The number of family members served will be proportional to the targeted number of students.
- The applicant assures that all required staff positions will regularly participate in training and other opportunities offered by the Texas ACE program. In addition, the applicant will regularly provide program-specific in-person training to center-level staff and will document the content and attendance of training events.
- The applicant assures that all required staff positions will regularly participate in training and other opportunities offered by the Texas ACE program. In addition, the applicant will regularly provide program-specific in-person training to center-level staff and will document the content and attendance of training events.
- The applicant will cooperate with TEA and its contractors in conducting state-required activities, including but not limited to program implementation monitoring, statewide evaluation, compliance, technical assistance, and capacity building.
- The applicant assures that local grant programs will include the Texas ACE logo in all outreach and communication materials and the grantee will comply with Texas ACE branding guidelines.
- The applicant agrees to submit required data for state program evaluation, compliance monitoring, and federal reporting in the format and timeline provided by TEA. Grantee agrees to submit required logic models, sustainability plans, program evaluation reports, and any other required reports or products in accordance with the format provided by TEA.
- The applicant will adhere to the Texas 21st Century Student Tracking (Tx21st) system data reporting requirements Grantee Profile, Funding, Contacts, Partner, Center Profiles, Center Contacts, Center Operations, Feeder Schools, Activities, and Schedule data will be entered in August and will be updated as changes in any of the data occur. Center Operations data will be updated at the beginning of each term. Data entered in the system must support the approved application and operating schedule.
  - Participant and enrollment data will be entered in August or September, depending on the center schedule.

**Texas Education Agency**  
**Every Student Succeeds Act (ESSA) Provisions and Assurances**

**Exhibit D**

- Attendance data will be entered daily or weekly.
  - Exception reports and data corrections will be completed and reviewed by the project director
  - The applicant will coordinate with the school district to collect and enter school day attendance and grades data into Tx21st.
- The applicant agrees to conduct annual local program evaluation at the center and grant levels that assesses the following objective measures: school day attendance, core course grades, mandatory discipline referrals, on-time advancement to the next grade level, high school graduation rates, and high school student career competencies. The results of the local evaluation will be used to refine, improve, and strengthen the local program and will be made available to the public upon request, with public notice of such availability provided.
- Applicant will comply with any program requirements written elsewhere in this Request for Application.
- The applicant will adhere to the agreed-upon plan in the original approved grant application and subsequent amendments as appropriate including, but not limited to, the following stated statutory requirements:
  - how students participating in the program will travel safely to and from the center and home;
  - disseminating information about the learning center, including its location, to the community in a manner this understandable and accessible;
  - strategies that implemented to improve student academic achievement, campus academic achievement and overall student success;
  - combining or coordinating with federal, state and local programs to make the most effective use of public resources;
  - how program activities will meet the objective set measures designed to increase high-quality academic enrichment opportunities;
  - partnerships between local education agencies, community-based organizations, and other public or private entities in carrying out the proposed program;
  - how the program is designed to address documented needs of the community;
  - the level of experience or promise of success in providing educational and related activities that will complement and enhance academic performance, achievement, and positive youth development of the students;
  - using volunteers in activities carried out through the learning center; and
  - how the community learning center will continue after funding ends.
- By submitting the application for continuation funding, the applicant agrees to comply with all of the requirements stated in the Year 1 Request for Application and subsequent continuation applications. The applicant also agrees to adhere to the peer-reviewed descriptions and plans for carrying out the program requirements in the original approved application, continuation applications, and any TEA-approved amendments to the applications.
- The applicant provides assurance that it will not generate program income as a result of the federal grant, including collecting fees of any kind. The applicant further acknowledges that program income that is collected prior to approval of TEA and the United States Department of Education will result in a reduction of the grant award by the amount of program income and that any program income generated must be used only for allowable program costs during the award period in which the income was generated.
- The applicant will comply with all requirements in the original grant application not superseded by subsequent amendments, continuation grant requirements, or written program policies and guidance.
- The applicant provides assurance that it will annually conduct a needs assessment and an updated program implementation plan based on the results of the annual needs assessment.
- Applicant provides assurance to adhere to all Performance Measures, as noted in the 2019-2020 Texas 21st Century Community Learning Centers, Cycle 9, Year 4, Program Guidelines, and

**Texas Education Agency**  
**Every Student Succeeds Act (ESSA) Provisions and Assurances**

**Exhibit D**

shall provide the Texas Education Agency, upon request, any performance data necessary to assess the success of the program.

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

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

**Texas Education Agency**  
**Every Student Succeeds Act (ESSA) Provisions and Assurances**

**Exhibit D**

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

- A. Each such program will be administered in accordance with all applicable statutes, regulations, program plans, and applications.
- B. The control of funds provided under each such program and title to property acquired with program funds will be in a public agency or in a nonprofit private agency, institution, organization, or Indian tribe, if the law authorizing the program provides for assistance to such entities.
- C. The public agency, nonprofit private agency, institution, organization, or Indian tribe will administer such funds and property to the extent required by the authorizing statutes.
- D. The applicant will adopt and use proper methods of administering each such program, including the enforcement of any obligations imposed by law on agencies, institutions, organizations, and other recipients responsible for carrying out each program and the correction of deficiencies in program operations that are identified through audits, monitoring, or evaluation.
- E. The applicant will cooperate in carrying out any evaluation of each such program conducted by or for the Texas Education Agency (TEA), the US Secretary of Education, or other federal officials.
- F. The applicant will use such fiscal control and fund accounting procedures as will ensure proper disbursement of, and accounting for, federal funds paid to such applicant under each such program.
- G. The applicant will submit such reports to TEA (which shall make the reports available to the governor) and the US Secretary of Education, as TEA and the US Secretary of Education may require to enable TEA and the US Secretary of Education to perform their duties under each such program.
- H. The applicant will maintain such records, provide such information, and afford access to the records as the Agency (after consultation with the governor) or the Secretary may find necessary to carry out the Agency's or the Secretary's duties.
- I. Before the application was submitted, the applicant afforded a reasonable opportunity for public comment on the application and has considered such comment.
- J. **Gun-Free Schools Act:** The local educational agency assures that it is in compliance with Section 37.007(e) of the Texas Education Code, which requires expulsion of a student who brings to school or possesses at school a firearm as defined by 18 United States Code (USC) Section 2891 (pursuant to the requirements in P.L. 114-95, Section 8561[b][1]). In addition, the local educational agency certifies that it has a policy requiring referral to the criminal justice or juvenile delinquency system of any student who brings a firearm or weapon to school (P.L. 114- 95, Section 8561[h][1]).
- K. **Student Records Transfer:** The local educational agency shall ensure that a student's records and, if applicable, a student's individualized education program as defined in Section 602(11) of the Individuals with Disabilities Education Act, are transferred to a charter school upon the transfer of the student to the charter school, and to another public school upon the transfer of the student from a charter school to another public school, in accordance with applicable state law (P.L. 114-95, Section 4308).
- L. **Consolidation of Administrative Funds:** A local educational agency, with the approval of TEA, may consolidate and use for the administration of one or more programs under the Every Student Succeeds Act not more than the percentage, established in each program, of the total available for the local educational agency under those programs. A local educational agency that consolidates administrative funds shall not use any other funds under the programs included in the consolidation for administration for that fiscal year. Consolidated administrative funds shall be

**Texas Education Agency**  
**Every Student Succeeds Act (ESSA) Provisions and Assurances**

**Exhibit D**

used for the administration of the programs covered and may be used for coordination of these programs with other federal and non-federal programs and for dissemination of information regarding model programs and practices.

- M. **Privacy of Assessment Results:** Any results from an individual assessment referred to in the Every Student Succeeds Act of a student that become part of the education records of the student shall have the protections provided in Section 444 of the General Education Provisions Act (P.L. 114-95, Section 8523 and the Family Educational Rights and Privacy Act [FERPA] of 1975, as amended).
- N. **School Prayer:** The local educational agency certifies that it is in compliance with Section 25.901 of the Texas Education Code. In addition, as a condition of receiving funds under the Every Student Succeeds Act, the local educational agency certifies that no policy of the local educational agency prevents, or otherwise denies participation in, constitutionally

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

- O. **Equal Access to Public School Facilities—Boy Scouts of America Equal Access Act:** No public elementary school, public secondary school, or local educational agency that has a designated open forum or a limited public forum and that receives funds made available from the US Department of Education shall deny equal access or a fair opportunity to meet, or shall discriminate against, any group officially affiliated with the Boy Scouts of America, or any other youth group listed in Title 36 of the United States Code (as a patriotic society) that wishes to conduct a meeting within that designated open forum or limited public forum, including denying such access or opportunity or discriminating for reasons based on the membership or leadership criteria or oath of allegiance to God and country of the Boy Scouts of America or of the youth group listed in Title 36 of the United States Code (as a patriotic society). For the purposes of this section, an elementary school or secondary school has a limited public forum whenever the school involved grants an offering to, or opportunity for, one or more outside youth or community groups to meet on school premises or in school facilities before or after the hours during which attendance at the school is compulsory. Nothing in this section shall be construed to require any school, agency, or a school served by an agency to sponsor any group officially affiliated with the Boy Scouts of America, or any other youth group listed in Title 36 of the United States Code (as a patriotic society). Compliance with this provision will be enforced through rules and orders issued by the Office for Civil Rights. If the public school or agency does not comply with the rules or orders, no funds made available through the Department of Education shall be provided by a school that fails to comply with such rules or orders or to any agency or school served by an agency that fails to comply with such rules or orders (P.L. 114-95, Section 8525).
- P. **General Prohibitions:** None of the funds authorized under the Every Student Succeeds Act shall be used to develop or distribute materials, or operate programs or courses of instruction directed at youth, that are designed to promote or encourage sexual activity, whether homosexual or heterosexual; to distribute or to aid in the distribution by any organization of legally obscene materials to minors on school grounds; to provide sex education or HIV-prevention education in schools unless that instruction is age appropriate and includes the health benefits of abstinence; or to operate a program of contraceptive distribution in schools (P.L. 114-95, Section 8526).
- Q. **Armed Forces Recruiter Access to Students and Student Recruiting Information:** In accordance with guidance issued by the US Department of Education, each local educational agency receiving assistance under the Every Student Succeeds Act shall provide, on a

**Texas Education Agency**  
**Every Student Succeeds Act (ESSA) Provisions and Assurances**

**Exhibit D**

request made by military recruiters or an institution of higher education, access to secondary school student names, address, and telephone listings, upon prior written consent of a student or the parent of a student. A secondary school student or the parent of the student may request that the student's name, address, and telephone listing not be released without prior written parental consent, and the local educational agency or private nonprofit school shall notify parents of the option to make a request and shall comply with any request. Each local educational agency receiving assistance under the Every Student Succeeds Act shall provide military recruiters the same access to secondary school students as is provided generally to post-secondary educational institutions or to prospective employers of those students (P.L. 114-95, Section 8528).

- R. **Unsafe School Choice Option:** The local educational agency certifies that it shall establish and implement a policy requiring that a student attending a persistently dangerous public elementary school or secondary school, as determined by TEA, or who becomes a victim of a violent criminal offense, while in or on the grounds of a public elementary or secondary school that the student attends, be allowed to attend a safe public elementary or secondary school within the local educational agency, including a public charter school (P.L. 114-95, Section 8532).
- S. **Civil Rights:** Nothing in the Every Student Succeeds Act shall be construed to permit discrimination on the basis of race, color, religion, sex (except as otherwise permitted under Title IX of the Education Amendments of 1972), national origin, or disability in any program funded under the Every Student Succeeds Act (P.L. 114-95, Section 8534).
- T. **Assurances related to the education of homeless children and youth:**
1. The LEA assures that each child of a homeless individual and each homeless youth shall have equal access to the same free, appropriate public education, including a public preschool education, as provided to other children and youth.
  2. The LEA assures that homeless children and youth are afforded the same free, appropriate public education as provided to other children and youth.
  3. The LEA assures that it will review and undertake steps to revise any laws, regulations, practices, or policies that may act as a barrier to the enrollment, attendance, or success in school of homeless children and youth.
  4. The LEA assures that it will not separate students from the mainstream school environment on the basis of homelessness alone.
  5. The LEA assures that homeless children and youth have access to the education and other services that they need in order to meet the same challenging state student academic achievement standards to which all students are held.
- U. **Definitions:** The following terms shall be defined as follows for programs authorized and carried out under the Every Student Succeeds Act:
1. **Charter School:** An open-enrollment charter school receiving federal funds of any type must meet the federal definition of a charter school as provided in P.L. 114-95, Section 4310(2). The term *charter school* means a school that:
    - a. Is created by a developer as a public school, or is adapted by a developer from an existing public school, and is **operated under public supervision and control**
    - b. Operates in pursuit of a specific set of educational objectives determined by the school's developer and agreed to by the authorized public chartering agency (i.e., the State Board of Education [SBOE])
    - c. Provides a program of elementary or secondary education, or both
    - d. Is nonsectarian in its programs, admissions policies, employment practices, and all other operations, and is not affiliated with a sectarian school or religious

**Texas Education Agency**  
**Every Student Succeeds Act (ESSA) Provisions and Assurances**

**Exhibit D**

instruction

- e. **Does not charge tuition**
  - f. **Complies with the Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and Part B of the Individuals with Disabilities Education Act**
  - g. **Is a school to which parents choose to send their children, and that**
    - i. **admits students on the basis of a lottery, if more students apply for admission than can be accommodated**
    - ii. **in the case of a school that has an affiliated charter school (such as a school that is part of the same network of schools), automatically enrolls students who are enrolled in the immediate prior grade level of the affiliated charter school and, for any additional student openings or student openings created through regular attrition in student enrollment in the affiliated charter school and the enrolling school, admits students on the basis of a lottery as described in clause (i)**
  - h. **Agrees to comply with the same federal and state audit requirements as other elementary schools and secondary schools in the state, unless such requirements are specifically waived for the purpose of this program**
  - i. **Meets all applicable federal, state, and local health and safety requirements**
  - j. **Operates in accordance with state law**
  - k. **Has a written performance contract with the authorized public chartering agency in the state (i.e., SBOE) that includes a description of how student performance will be measured pursuant to state assessments that are required of other schools and pursuant to any other assessments mutually agreeable to the SBOE**
2. ***Community-Based Organization:*** A public or private nonprofit organization of demonstrated effectiveness that is representative of a community or significant segment of a community and that provides educational or related services to individuals in the community
3. ***Highly Qualified:*** This only applies to paraprofessionals.
4. ***Parental Involvement:*** The participation of parents in regular, two-way and meaningful communication involving student academic learning and other school activities, including ensuring:
- a. That parents play an integral role in assisting their child's learning
  - b. That parents are encouraged to be actively involved in their child's education at school
  - c. That parents are full partners in their child's education and are included, as appropriate, in decision making and on advisory committees to assist in the education of their child
  - d. The carrying out of other activities, such as those described in Section 1116 of P.L. 114-95.
5. ***Professional Development:*** Includes activities that: (P.L. 114-95, Section 8101(42))
- A. Are an integral part of school and local educational agency strategies for providing educators (including teachers, principals, other school leaders, specialized instructional support personnel, paraprofessionals, and, as applicable, early childhood educators) with the knowledge and skills



**Exhibit D**

necessary to enable students to succeed in a well-rounded education and to meet the challenging State academic standards: and

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

**Texas Education Agency**  
**Every Student Succeeds Act (ESSA) Provisions and Assurances**

**Exhibit D**

- xv. Involve the forming of partnerships with institutions of higher education to establish school- based teacher training programs that provide prospective teachers and beginning teachers with an opportunity to work under the guidance of experienced teachers and college faculty;
  - xvi. Create programs to enable paraprofessionals (assisting teachers employed by an LEA  
  
receiving assistance under Title I, Part A) to obtain the education necessary for those paraprofessionals to become certified and licensed teachers;
  - xvii. Provide follow-up training to teachers who have participated in activities described previously in this definition that are designed to ensure that the knowledge and skill learned by the teachers are implemented in the classroom; and
  - xviii. Where practicable, provide jointly for school staff and other early childhood education program providers, to address the transition to elementary school, including issues related to school readiness.
6. *Technology:* Modern information, computer and communication technology products, services, or tools, including, the Internet and other communications networks, computer devices and other computer and communications hardware, software applications, data systems, and other electronic content (including multimedia content) and data storage.
7. *Well-Rounded Education:* Courses, activities and programming in subjects such as English, reading or language arts, writing, science, technology, engineering, mathematics, foreign languages, civics and government, economics, arts, history, geography, computer science, music, career and technical education, health, physical education, and any other subject, as determined by the State or local educational agency, with the purpose of providing all students access to an enriched curriculum and educational experience.
- V. **TEA State ESSA Plan:** The LEA agrees to adopt any performance goals or indicators, or programmatic indicators submitted in the Texas Consolidated State Application for Funds Under the Every Student Succeeds Act.
- W. **Transfer of School Disciplinary Records:** The LEA assures it has a procedure in place to transfer disciplinary records, with respect to a suspension or expulsion, to any private or public elementary school or secondary school for any student who is enrolled or seeks, intends, or is instructed to enroll, on a full- or part-time basis, in the school. This requirement shall not apply to any disciplinary records with respect to a suspension or expulsion that are transferred from a private, parochial or other nonpublic school, person, institution, or other entity, that provides education below the college level (P.L. 114-95, Section 8537).

Revised 05/2017

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

**INTERLOCAL CONTRACT  
BETWEEN  
HARRIS COUNTY DEPARTMENT OF EDUCATION  
AND  
RAUL YZAGUIRRE SCHOOLS FOR SUCCESS**

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Contract ("Contract") is entered into by and between Harris County Department of Education ("HCDE") and **Raul Yzaguirre Schools for Success** ("CHARTER") for the purpose of providing 21<sup>st</sup> Century Community Learning Centers/Texas ACE Cycle 10 Year 2 ("afterschool program") at select site(s) within the CHARTER.

**I. PURPOSE**

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

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

services in core academic areas, e.g. reading and literacy, mathematics, and science.

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

## **II. TERM**

This Contract shall be for the period beginning August 1, 2019, and ending July 31, 2020. Subject to the receipt of sufficient funds from the Texas Education Agency for 21<sup>st</sup> Century Community Learning Centers by HCDE and HCDE's written approval, this Contract may be renewed for additional year(s).

## **III. PROGRAM DESCRIPTION AND REQUIREMENTS**

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

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

1. Assist in the preparation of contracts, financial reports, requisitions, and inventory;

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

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

26. Provide a minimum of 5% of leveraging funds, including in-kind, to further support the Texas ACE Cycle 10 program.

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

verification of employment status for employees, receipts and invoices for supplies, and copies of contracts for contracted services purchased.

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



since the beginning of the year. The CHARTER will also report all sources of funding for the program(s) and the total cost of the program(s) to HCDE.

- N. The CHARTER agrees to obtain and assess criminal history record information for each employee or volunteer used in the Center(s) and to use only those persons fit to work with students.
- O. CHARTER agrees that it will comply with the assurances, certifications, and disclosures provided by Texas Education Agency, including the "General Provisions & Assurances," "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions," "Lobbying Certification", "Disclosures of Lobbying Activities", "Every Student Succeeds Act (ESSA) Provisions and Assurances" and "Program-Specific Provisions & Assurances", which are attached hereto as Exhibit D and incorporated by reference into this Contract.
- P. The CHARTER further agrees that it will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protections Agency regulations (40 CFR part 15), and mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- Q. The CHARTER agrees that the certifications and agreements included in the HCDE Vendor Certification Forms, attached hereto as Exhibit A and incorporated by reference in the agreement for all purposes, is true and correct.
- R. The CHARTER agrees to provide the after-school program to at least the number of students and parents indicated on Exhibit C attached to the Contract. The CHARTER further agrees that if any time after November 18, 2019, the HCDE CASE for Kids Director determines that there is less than 60% of the agreed-upon students and/or parents in the afterschool program/Center (the numbers on Exhibit C), HCDE may withhold and reserve up to one-third of the budget (Exhibit B of the Contract) that it would have otherwise paid to the CHARTER and use those funds, in HCDE's sole discretion, to try to increase student and/or parent participation. The CHARTER agrees and understands that this will result in receipt by the CHARTER of up to one-third less funds than the CHARTER would have received under the Contract as specified in Exhibit B. Upon January 1, 2020, if less than 50% of the budget is not allocated for program expenditures, HCDE reserves the right to reduce the CHARTER's operating budget for the spring term and in subsequent grant years, as applicable.

#### **IV. COMPENSATION AND FUNDING**

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

- \$122,000.00 for providing the Center in accordance with Section III and this Contract at Houston STEM & Early College

The CHARTER must submit an itemized monthly statement detailing expenses with supporting documentation for the Center(s) in order to receive payment of these expenses. HCDE will pay the CHARTER within 60 days of receiving sufficient funds as described below. Only invoices for allowable expenses, per grant fiscal guidelines, incurred during the term of this Contract will be paid by HCDE. The CHARTER waives any statutory right to interest the CHARTER may have under Chapter 2251 of the Texas Government Code. The CHARTER may be eligible for a prorated amount, in HCDE's sole discretion, if the CHARTER is unable to maintain its Center(s) in accordance with the site description. Included in these requirements are: the number of Centers in the CHARTER where the Center programs are provided; the number of students and adults served in the CHARTER by the Center programs; and fulfillment of the total number of days of providing service. It is expected that the Center will expend a minimum of 90% of the total grant award outlined herein. The CHARTER agrees that if any time after January 31, 2020, the HCDE CASE for Kids Director determines that the CHARTER does not have a realistic action plan to expend at least 90% of the grant award amount, HCDE may withhold and reserve up to one-third of the budget (Exhibit B) that would have otherwise been paid to the CHARTER and use those funds, in HCDE's sole discretion, to allocate allowable expenses to support the afterschool program/Center, in accordance with the grant fiscal guidelines and procedures. HCDE will notify the CHARTER at least two weeks prior to re-allocation/withholding of funds from the CHARTER in support of the afterschool program/Center.

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

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

## **VI. PIGGYBACKING ON HCDE-PROCURED CONTRACTS**

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, the District may, in its

discretion, enter into separate and independent contracts with CASE Afterschool and Summer Direct Service Providers, procured by HCDE in accordance with Section 44.031 of the Texas Education Code, that employ the same negotiated terms and conditions contained in an existing contract(s) between HCDE and the Direct Service Provider.

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

#### **V. RELATIONSHIP**

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

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

#### **VI. TERMINATION**

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

#### **VII. AUTHORIZATION**

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

#### **VIII. NOTICE**

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

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

Attention: Dr. Adriana Tamez  
Raul Yzaguirre Schools for Success  
2950 Broadway  
Houston, Texas 77017

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

#### **IX. GOVERNING LAW**

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

#### **X. VENUE**

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

#### **XI. ENTIRE AGREEMENT**

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

#### **XII. AMENDMENT**

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

#### **XIII. ASSIGNMENT**

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

#### **XIV. SEVERABILITY**

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

#### **XV. BENEFIT FOR SIGNATORY PARTIES ONLY**

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

#### **XVI. IMMUNITIES**

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_ of the Year 2019.

By:

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

By:

  
\_\_\_\_\_  
Dr. Adriana Tamez  
Superintendent  
Raul Yzaguirre Schools for Success Independent School District



## EXHIBIT B

<b>Raul Yzaguirre Schools for Success/Houston STEM</b>
<b>CASE for Kids 21st Century/Texas ACE Cycle 10, Year 2 Budget</b>

### Personnel -- 6100

Site Director	\$ 50,000
School Year Certified Teachers	\$ 25,000
School Year Para-professionals	\$ 13,800
Summer Para-professionals	\$ 2,500
<b>Payroll</b>	<b>\$ 91,300</b>
Site Coordinator Fringe Benefits	\$ 5,500
Staff Fringe Benefits	\$ 5,000
<b>Fringe Benefits</b>	<b>\$ 10,500</b>
<b>Total Payroll Costs 6100</b>	<b>\$ 101,800</b>

### Professional & Contractual Services -- 6200

Topic: Other	\$ 3,200
Topic: Academic Assistance	\$ 400
Topic: Enrichment	\$ 8,343
Topic: College & Career Readiness	\$ 1,000
Topic: Family & Parental Engagement	\$ 500
<b>Total Professional &amp; Contractual Services 6200</b>	<b>\$ 13,443</b>

### Materials & Supplies -- 6300

Family Engagement Supplies	\$ 500
Program Consumable Supplies	\$ 2,057
Program Technology	\$ 1,000
Program Literacy Materials	\$ 500
<b>Total Materials &amp; Supplies 6300</b>	<b>\$ 4,057</b>

### Other Operating Costs -- 6400

Student Transportation for School Year Program	\$ 600
Student Transportation for Summer Program	\$ 600
Field Trip Transportation	\$ 300
In-state Conference (OSTICON)	\$ 1,200
<b>Total Other Operating Costs 6400</b>	<b>\$ 2,700</b>

<b>Total:</b>	<b>\$ 122,000</b>
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# EXHIBIT C

## CENTER INFORMATION

Ctr #	9 Digit campus ID #	Name of Center/Host Site	Physical Address	City	Zip	Phone Number	# of Feeder Schools	Grade Levels Served (PK to 12)	# Students Served	# Adults Served
C6	101806001	Houston T-STEM and Early College High School	2950 Broadway Street	Houston,	77084	713-640-3700	1	6-12	85	40

### Part 3: Center Operations Chart (one per center)

<b>Center Name:</b> Houston T-STEM and Early College High School													
<b>Program Operations</b>					<b>Fall Term</b>		<b>Spring Term</b>		<b>Summer Term</b>		<b>Total</b>		
<b>Start Date (MM/DD/YY):</b>					08/26/2019		12/09/2019		06/02/2020				
<b>End Date (MM/DD/YY):</b>					12/06/2019		05/22/2020		07/18/2020				
<b>Total number of weeks (offering minimum # of weekly program hours)</b>													
<b>Program Schedule/Hours</b>													
<b>Day of the Week</b>		<b>Fall Term</b>				<b>Spring Term</b>				<b>Summer Term</b>			
		<b>AM Start</b>	<b>AM End</b>	<b>PM Start</b>	<b>PM End</b>	<b>AM Start</b>	<b>AM End</b>	<b>PM Start</b>	<b>PM End</b>	<b>AM Start</b>	<b>AM End</b>	<b>PM Start</b>	<b>PM End</b>
Sunday													
Monday		7:00	8:00	4:00	6:00	7:00	8:00	4:00	6:00	8:00			12:00
Tuesday		7:00	8:00	4:00	6:00	7:00	8:00	4:00	6:00	8:00			12:00
Wednesday		7:00	8:00	4:00	6:00	7:00	8:00	4:00	6:00	8:00			12:00
Thursday		7:00	8:00	4:00	6:00	7:00	8:00	4:00	6:00	8:00			12:00
Friday		7:00	8:00	4:00	6:00	7:00	8:00	4:00	6:00	8:00			12:00
Saturday													
<b>Total Hours Per Week</b>		15				15				20			
<b>Number of Saturdays Per Month:</b>		1 Saturday bi-monthly may occur to showcase campus clubs and recruit students for the following school year.				1 Saturday bi-monthly may occur to showcase campus clubs and recruit students for the following school year.							

**Texas Education Agency**  
**Every Student Succeeds Act (ESSA) Provisions and Assurances**

**EXHIBIT D**

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

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

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



**EXHIBIT D**

Principles (GAAP). Capital Assets include: (a) Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; and (b) Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to Capital Assets that materially increase their value or useful life (not ordinary repairs and maintenance). (2 CFR §200.12).

If the Subrecipient purchases Capital Assets (furniture and/or equipment) with Subaward funds to accomplish the objective(s) of the project, title will remain with the Subrecipient for the period of the Subaward. The Agency reserves the right to transfer Capital Assets for Subrecipient noncompliance during the Subaward period or as needed after the ending date of the Subaward. This provision applies to any and all furniture and/or equipment regardless of unit price and how the item is classified in the Subrecipient's accounting record.

- **Capital Expenditures:** Expenditures to acquire Capital Assets or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to Capital Assets that materially increase their value or useful life. (2 CFR §200.13)
- **Protected Personally Identifiable Information (PII):** An individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII that is required by law to be disclosed (2 CFR §200.82)
- B. **Contingency:** The agreement represented by this Subaward is executed by the Agency subject to the availability of funds appropriated by legislative act for the purposes stated. All Amendments and/or extensions or subsequent Subaward agreements entered into for the same or continued purposes are executed contingent upon the availability of appropriated funds. Notwithstanding any other provision in this Subaward agreement or any other document, this Subaward agreement is void upon appropriated funds becoming unavailable. In addition, this Subaward agreement may be terminated by the Agency at any time for any reason upon notice to the Subrecipient. Expenditures and/or activities for which the Subrecipient may claim reimbursement shall not be accrued or claimed subsequent to receipt of such notice from the Agency. This Subaward agreement may be extended or otherwise amended only by formal written Amendment properly executed by both the Agency and the Subrecipient. No other agreement, written or oral, purporting to alter or amend this Subaward shall be valid.
- C. **Subrecipient's Application:** Furnished to the Agency in response to a request for Application, is incorporated in this Subaward by reference for all necessary purposes. It is specifically provided; however, that the provisions of this Subaward shall prevail in all cases of conflict arising from the terms of the Subrecipient's Application whether such Application is a written part of this Subaward or is attached as a separate document.
- D. **Requirements, Terms, Conditions, and Assurances:** Stated in the Request for Application, in response to which the Applicant is submitting this Application, and are incorporated herein by reference for all purposes. The instructions to the Standard Application System, as well as the General and Fiscal Guidelines and Program Guidelines, are incorporated herein by reference.
- E. **Signature Authority; Final Expression; Superseding Document:** The Applicant certifies that the person signing or certifying and submitting this Application has been properly delegated this authority. The Subaward represents the final and complete expression of the terms of agreement between the parties. The Subaward supersedes any previous understandings or negotiations between the parties. Any representations, oral statements, promises, or warranties that differ from the Subaward shall have no force

**Texas Education Agency**  
**Every Student Succeeds Act (ESSA) Provisions and Assurances**

**EXHIBIT D**

or effect. The Subaward may be modified, amended, or extended only by formal written Amendment properly executed by both TEA and the Subrecipient.

- F. **State of Texas Laws:** In the conduct of the Subaward Project, the Subrecipient shall be subject to Texas State Board of Education and Commissioner rules pertaining to this Subaward and the Subaward Project and to the laws of the State of Texas governing this Subaward and the Subaward Project. This Subaward constitutes the entire agreement between the Agency and the Subrecipient for the accomplishment of the Subaward Project. This Subaward shall be interpreted according to the laws of the State of Texas except as may be otherwise provided for in this Subaward.

- G. **Monitoring:** Desk reviews, on-site monitoring reviews, arranging for agreed-upon-procedures engagements, and training and technical assistance on program-related matters may be conducted by the Agency to determine compliance with the approved Application and the applicable statute(s), law(s), regulations, and guidelines.

TEA conducts federal fiscal Grant Subrecipient monitoring and compliance reviews, and implements related remedies for noncompliance, in accordance with its established policies and procedures. These policies and procedures incorporate best practices and standards that may be similar to common auditing standards, but the Agency does not apply a specific set of external standards, such as the US Government Accountability Office's Generally Accepted Government Auditing Standards (Yellow Book), nor is it required to do so.

- H. **Specific Conditions:** If TEA identifies, in its sole determination, a grantee as posing a level of risk identified by the agency's risk criteria, the grantee has a history of failure to comply with the terms and conditions of the 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)

**Texas Education Agency**  
**Every Student Succeeds Act (ESSA) Provisions and Assurances**

**EXHIBIT D**

- L. **Subaward Cancellation, etc.:** If this Subaward is canceled, terminated, or suspended by the Agency prior to its expiration date, the reasonable monetary value of services properly performed by the Subrecipient pursuant to this Subaward prior to such cancellation, termination, or suspension shall be determined by the Agency and paid to the Subrecipient as soon as reasonably possible.
- M. **Indemnification:** The Subrecipient, to the extent permitted by law, shall hold the Agency harmless from and shall indemnify the Agency against any and all claims, demands, and causes of action of whatever kind or nature asserted by any third party and occurring or in any way incident to, arising from, or in connection with, any acts of the Subrecipient, its agents, employees, and subcontractors, done in the conduct of the Subaward Project.
- N. **Encumbrances/Obligations and Liquidations:** All encumbrances/obligations shall occur on or between the beginning and ending dates of the Subaward unless pre-award costs are expressly permitted for the individual Grant program. In general, goods or services delivered near the end of the Grant period may be viewed by TEA as not necessary to accomplish the objectives of the current Grant program; however, TEA will evaluate such expenditures on a case-by-case basis. A TEA monitor or an auditor may disallow those expenditures if the Grantee is unable to (1) document the need for the expenditures, (2) demonstrate that program beneficiaries receive benefit from the late expenditures, or (3) negate the appearance of "stockpiling" supplies or equipment. The Subrecipient must receive the benefit and liquidate (record as an expenditure) all obligations incurred under the Subaward no later than the revised final expenditure report due date. An encumbrance cannot be considered an expenditure or accounts payable until the goods have been received and the services have been rendered. Obligations that are liquidated and recognized as expenditures must meet the allowable cost principles in 2 CFR Part 200 of EDGAR (as applicable) and program rules, regulations, and guidelines contained elsewhere. This provision applies to all Grant programs, including state and federal, discretionary and formula.
- O. **Financial Management and Accounting:** The Subrecipient assures it will maintain a financial management system that provides for the following: (1) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, name of the Federal Agency, and name of the pass-through entity, if any. (2) Accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with the reporting requirements set forth in 2 CFR §§200.327 Financial reporting and 200.328 Monitoring and reporting program performance. If a Federal awarding Agency requires reporting on an accrual basis from a recipient that maintains 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

**EXHIBIT D**

and Reporting (FAR) module of the *Financial Accountability System Resource Guide*, Texas Education Agency.

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

**EXHIBIT D**

agreements shall be provided to TEA promptly upon request.

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

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

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

- V. **Unfair Business Practices:** By signing this Subaward, the Subrecipient, if other than a state Agency, certifies that the Subrecipient, within the preceding 12 months, has not been found guilty, in a judicial or state Agency administrative proceeding, of unfair business practices. The Subrecipient, if other than a state Agency, also certifies that no officer of its company has, within the preceding 12 months, served as an officer in another company which has been found, in a judicial or state Agency administrative proceeding, to be guilty of unfair business practices.
- The Subrecipient, whether a state Agency or not a state Agency, certifies that no funds provided under this Subaward shall be used to purchase supplies, equipment, or services from any companies found to be guilty of unfair business practices within 12 months from the determination of guilt.
- W. **Subcontracting:** The Subrecipient shall not assign or subcontract any of its rights or responsibilities under this Subaward, except as may be otherwise provided for in this Application, without prior formal written approval Granted as an Amendment to this Subaward properly executed by both the Agency and the Subrecipient.
- X. **Use of Consultants:** Notwithstanding any other provision of this Application, Applicant shall

**Texas Education Agency**  
**Every Student Succeeds Act (ESSA) Provisions and Assurances**

**EXHIBIT D**

- 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.
- AA. **Travel Costs:** Amounts authorized for maximum recovery for travel costs against any state or federal funding source are restricted to those amounts which are approved in the State of Texas appropriations bill in effect for the particular obligation. Any amount over this limit must come from local funding sources. Applicant must recover funds at a lesser rate if local policy amounts are less than the maximum allowed by the state. Out-of-state travel may not exceed the federal government rate for the locale. Reimbursement of travel costs is based on actual expenses. Travel allowances are unallowable.
- BB. **Funds for Religious Worship, Instruction:** No funds will be used to pay for religious worship, instruction, or proselytization, or for any equipment or supplies for such, or for any construction, remodeling, repair, operation, or maintenance of any facility or part of a facility to be used for religious worship, instruction, or proselytization (34 CFR §76.532)
- CC. **Disclosure of Gifts and Campaign Contributions:** The Grantee shall file disclosures of gifts and campaign contributions as required by State Board of Education Operating Rule 4.3, which is incorporated as if set out in full. The Grantee has a continuing obligation to make disclosures through the term of the Subaward. Failure to comply with State Board of Education Operating Rule 4.3 is grounds for canceling the Subaward agreement.
- DD. **Submission of Audit Reports to TEA:** Grantees agree to submit audit report(s) consistent with the requirements of 2 CFR Part 200, Subpart F of EDGAR, including the reporting package described in §200.512, to the Federal Audit Clearinghouse (FAC). Also by section 44.008 of the Texas Education Code (TEC), Grantees also agree to submit audit reports to TEA Division of Financial Compliance (DFC) in the time and manner requested by the Agency.
- Grantees that expend \$750,000 or more during the entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.501 Audit requirements, except when it elects to have a program-specific audit conducted in accordance with paragraph of that section. Grantees agree to submit a copy of such audits to TEA when the schedule of findings and questioned costs disclose audit findings relating to any federal awards provided by TEA. A copy of such audits shall also be submitted to TEA if the summary schedule of prior audit findings reported the status of any audit findings relating to any federal awards provided by TEA.
- EE. **Federal Rules, Laws, and Regulations That Apply to All Federal Programs:** The Subrecipient shall be subject to and shall abide by all federal laws, rules, and regulations pertaining to the Subaward Project, including but not limited to:
1. **Americans With Disabilities Act, Public Law (P.L.) 101-336, 42 United States**

**Texas Education Agency**  
**Every Student Succeeds Act (ESSA) Provisions and Assurances**

**EXHIBIT D**

- Code (USC) section 12101, and the regulations effectuating its provisions contained in 28 CFR Parts 35 and 36, 29 CFR Part 1630, and 47 CFR Parts 0 and 64.
2. **Title VI of the Civil Rights Act of 1964**, as amended (prohibition of discrimination by race, color, or national origin), and the regulations effectuating its provisions contained in 34 CFR Part 100.
  3. **Title IX of the Education Amendments of 1972**, as amended (prohibition of sex discrimination in educational institutions) and the regulations effectuating its provisions contained in 34 CFR Part 106, if the Subrecipient is an educational institution.
  4. **Section 504 of the Rehabilitation Act of 1973**, as amended (nondiscrimination on the basis of handicapping condition), and the regulations effectuating its provisions contained in 34 CFR Parts 104 and 105.
  5. **Age Discrimination Act of 1975**, as amended (prohibition of discrimination on basis of age), and any regulations issued thereunder, including the provisions contained in 34 CFR Part 110.
  6. **Family Educational Rights and Privacy Act (FERPA) of 1975**, as amended (ensures access to educational records for students and parents while protecting the privacy of such records), and any regulations issued thereunder, including **Privacy Rights of Parents and Students** (34 CFR Part 99), if the Subrecipient is an educational institution (20 USC 1232g).
  7. Section 509 of H.R. 5233 as incorporated by reference in P.L. 99-500 and P.L. 99-591 (**prohibition against the use of federal Grant funds to influence legislation pending before Congress**).
  8. **Pro-Children Act of 2001**, which states that no person shall permit smoking within any indoor facility owned or leased or contracted and utilized for the provision of routine or regular kindergarten, elementary, or secondary education or library services to children (P.L. 107-110, section 4303[a]). In addition, no person shall permit smoking within any indoor facility (or portion of such a facility) owned or leased or contracted and utilized for the provision of regular or routine health care or day care or early childhood development (Head Start) services (P.L. 107-110, Section 4303[b][1]). Any failure to comply with a prohibition in this Act shall be considered to be a violation of this Act and any person subject to such prohibition who commits such violation may be liable to the United States for a civil penalty, as determined by the Secretary of Education (P.L. 107-110, section 4303[e][1]).
  9. **Fair Labor Standards Act (29 USC 207)**, **Davis Bacon Act (40 USC 276[a])**, and **Contract Work Hours and Safety Standards Act (40 USC 327 et seq.)**, as applicable, and their implementing regulations in 29 CFR 500-899; 29 CFR Parts 1, 3, 5, and 7; and 29 CFR Parts 5 and 1926, respectively.
  10. P.L. 103-227, Title X, Miscellaneous Provisions of the GOALS 2000: Educate America Act; P.L. 103-382, Title XIV, General Provisions of the Elementary and Secondary Education Act, as amended; and General Education Provisions Act, as amended.
  11. **Prohibition of Text Messaging and Emailing while Driving during Official Federal Grant Business**: Personnel funded from federal Grants and their subcontractors and Subgrantee are prohibited from text messaging while driving an organization-owned vehicle, or while driving their own privately owned vehicle during official Grant business, or from using organization-supplied electronic equipment to text message or email while driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership On Reducing Text Messaging While Driving," October 1, 2009 (pursuant to provisions attached to federal Grants funded by the US Department of Education).
  12. **Trafficking Victims Protection Act of 2000 (TVPA)**, as amended (22 USC 7104[g]): In accordance with 2 CFR 175, this award may unilaterally be terminated, without penalty, if Subrecipient or an employee of Subrecipient violates any of the

**Texas Education Agency**  
**Every Student Succeeds Act (ESSA) Provisions and Assurances**

**EXHIBIT D**

applicable prohibitions of this award term through conduct that is either associated with performance under this award or imputed to Subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 CFR 85.630. Subrecipient and Subrecipient's employees may not i) Engage in severe forms of trafficking in persons during the period of time that the award is in effect; ii) Procure a commercial sex act during the period of time the award is in effect; or iii) Use forced labor in the performance of the award or Subaward under the award. Subrecipient must inform the proper authorities and Agency immediately of any information it receives from any source alleging a violation of the applicable prohibitions of this award term. In addition to all other remedies for noncompliance that are available to the Agency under this award, Subrecipient must include the requirements of this provision in any Subaward made to a private entity.

**FF. Federal Regulations Applicable to All Federal Programs:**

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

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

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

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



**Texas Education Agency**  
**Every Student Succeeds Act (ESSA) Provisions and Assurances**

**EXHIBIT D**

constructed with the use of Federal funds are accessible to and usable by individuals with disabilities (20 USC 1232 (e));

8. **Sharing Information:** That the local educational Agency has adopted effective procedures for acquiring and disseminating to teachers and administrators participating in each program significant information from educational research, demonstrations, and similar projects, and for adopting, where appropriate, promising educational practices developed through such projects (20 USC 1232(e)); and
9. **Direct Financial Benefit:** That none of the funds expended under any applicable program will be used to acquire equipment (including computer software) in any instance in which such acquisition results in a direct financial benefit to any organization representing the interests of the purchasing entity or its employees or any affiliate of such an organization (20 USC 1232(e)).
10. **Prohibition of Funds for Busing:** No funds appropriated for the purpose of carrying out any applicable program may be used for the transportation of students or teachers (or for the purchase of equipment for such transportation) in order to overcome racial imbalance in any school or school system, or for the transportation of students or teachers (or for the purchase of equipment for such transportation) in order to carry out a plan of racial desegregation of any school or school system, except for funds appropriated pursuant to title VIII of the Elementary and Secondary Education Act of 1965 [20 U.S.C. 7701 et seq.], but not including any portion of such funds as are attributable to children counted under section 8003(d) of such Act [20 U.S.C. 7703(d)] or residing on property described in section 8013(10) of such Act [20 U.S.C. 7713(10)] (20 USC 1228).

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

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

- II. **Family Code Applicability:** With its signature on Schedule #1 of the paper Application or by certifying and submitting the eGrants Application, the Subrecipient, if other than a state Agency, certifies that under Section 231.006, Family Code, that the Subrecipient is not ineligible to receive payment under this Subaward and acknowledges that this Subaward may be terminated and payment may be withheld if this certification is inaccurate. TEA reserves the right to terminate this Subaward if the Subrecipient is found to be ineligible to receive payment. If the Subrecipient is found to be ineligible to receive payment and the Subaward is terminated, the Subrecipient is liable to TEA for attorney's fees; the costs necessary to complete the Subaward, including the cost of advertising and awarding a second Subaward; and any other damages or relief provided by law or equity.
- JJ. **Interpretation:** In the case of conflicts arising in the interpretation of wording and/or meaning of various sections, parts, appendices, General Provisions and Assurances, Program-Specific Provisions and Assurances, exhibits, attachments, or other documents, the TEA Subaward and its General Provisions and Assurances, Program-Specific Provisions and Assurances, appendices, Errata, and General and Fiscal Guidelines shall take precedence over all other documents that are 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.

**Texas Education Agency**  
**Every Student Succeeds Act (ESSA) Provisions and Assurances**

**EXHIBIT D**

- 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 to TEA within 30 days of project completion.
- OO. **Protected Personally Identifiable Information (Protected PII):** The Subrecipient agrees to take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding Agency or pass-through entity designates as sensitive or the non-federal entity considers sensitive consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality.
- PP. The Subrecipient assures that the Grantee Manager and/or Grantee Official, or such person using the Grantee Manager or Grantee Official's credentials, has been authorized by the Subrecipient organization to enter the organization into legally binding agreements for grant payment purposes prior to the Grantee Manager or Grantee Official certifying and submitting expenditure payment requests in the TEA Expenditure Reporting (ER) System.

Revised 02/2019

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

**EXHIBIT D**

**Statutory & Program Assurances**

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

- The applicant provides assurance that program funds will supplement (increase the level of service), and not supplant (replace) state mandates, State Board of Education rules, and activities previously conducted with state or local funds. The applicant provides assurance that state or local funds may not be decreased or diverted for other purposes merely because of the availability of these funds. The applicant provides assurance that program services and activities to be funded from this grant will be supplementary to existing services and activities and will not be used for any services or activities required by state law, State Board of Education rules, or local policy.
- The applicant provides assurance that the application does not contain any information that would be protected by the Family Educational Rights and Privacy Act (FERPA) from general release to the public.
- The applicant provides assurance they accept and will comply with Every Student Succeeds Act Provisions and Assurances requirements.
- The applicant provides assurance that proof of nonprofit status will be submitted with the grant application, if applicable.
- The applicant provides assurance that the program will take place in a safe facility that is properly equipped and accessible to participants and family members.
- The applicant provides assurance that the proposed program was developed, and will be carried out in active collaboration with the schools that participating students attend, including through the sharing of relevant data among schools, all participants of the eligible entity, and any partnership entities in compliance with applicable laws relating to privacy and confidentiality and in alignment with the challenging state academic standards and any local academic standards.
- The applicant provides assurance that the program will target students who primarily attend schools eligible for schoolwide programs under ESEA as amended by ESSA, Section 1114, and the families of such students.
- The applicant will adhere to the level of services in the approved application and in the agreed-upon center operation schedules and will provide those services to eligible students through this and all continuation and renewal grant periods, as applicable. Applicant acknowledges that proposed amendments that reduce the level of services to below the Year 1 awarded application will be approved only in extreme or unusual circumstances and that failure to adhere to service levels and student targets will result in reduced funding during the subsequent continuation grant period. Grant funds remaining unexpended at the end of the expenditure reporting period for the grant award will not be made available by TEA to supplement continuation grant awards.
- The applicant provides assurance that services for students and families will begin no earlier than August 1, 2019, and no later than September 3, 2019.
- The applicant assures that services will be provided at no cost to participants. Applicants are prohibited from collecting fees, including late pickup fees or any other fee.
- The applicant assures that activities will be supervised at all times by qualified staff at adult to student ratios that meet or exceed TEC Chapter 25, Subchapter D requirements or other state required ratios as applicable.
- The applicant will adhere to a TEA-approved schedule that meets or exceeds program service requirements at each center and that provides a consistent and dependable schedule of weekly activities for all students enrolled.
  - A minimum of 35 weeks per year across all terms, including summer. TEA will count only the weeks in which a center offered the minimum number of hours-per-week toward the 35-week total. Make-up hours will be credited. The week runs from Sunday through Saturday.
  - A minimum of four days per week for the fall and spring terms
  - A minimum of 12 hours per week (applicants should not propose to offer more than 20 hours of programming per week). Note: Transportation time that exceeds 30 minutes per-day shall not be counted towards minimum hours-per-week of programming.

**Texas Education Agency**  
**Every Student Succeeds Act (ESSA) Provisions and Assurances**

**EXHIBIT D**

- A minimum of six weeks and four hours per day, four days per week during the summer term. Continuous weeks are not required. Applicants may offer four weeks of summer programming during the grant period that ends July 31, 2020, but if approved, the grantee must offer two weeks of summer programming in the subsequent continuation period between August 1, 2020, and the first student attendance day for the 2020 -2021 school year.
  - Hours dedicated to program activities for adult family members will not count toward student programming.
- The applicant assures that center-level activities will be a minimum of 45 consecutive minutes in length and planned for each hour that a center is operating. Activities will be intentionally designed to address student needs and student

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

- The applicant assures that academic, academic enrichment, accelerated learning, and tutoring activities will align with the regular school day program and state standards. Enrichment activities will enhance the academic-related activities of the regular day and/or be aligned with a documented student or campus need.
- The applicant assures that all activities will occur at an approved center or, on a limited and pre-approved basis, at an adjunct site or during an approved field trip. Activities at a non-approved location, such as a feeder school, are unallowable and will not be charged to the grant.
- The applicant will offer families of students served by the program opportunities for active and meaningful engagement in their children's education and opportunities for literacy and related educational development. Family activities will be designed to meet the identified needs of each center's families and students; the needs of working families will be specifically addressed. Activities will be ongoing and consistently available throughout each term. The number of family members served will be proportional to the targeted number of students.
- The applicant assures that all required staff positions will regularly participate in training and other opportunities offered by the Texas ACE program. In addition, the applicant will regularly provide program-specific in-person training to center-level staff and will document the content and attendance of training events.
- The applicant assures that all required staff positions will regularly participate in training and other opportunities offered by the Texas ACE program. In addition, the applicant will regularly provide program-specific in-person training to center-level staff and will document the content and attendance of training events.
- The applicant will cooperate with TEA and its contractors in conducting state-required activities, including but not limited to program implementation monitoring, statewide evaluation, compliance, technical assistance, and capacity building.
- The applicant assures that local grant programs will include the Texas ACE logo in all outreach and communication materials and the grantee will comply with Texas ACE branding guidelines.
- The applicant agrees to submit required data for state program evaluation, compliance monitoring, and federal reporting in the format and timeline provided by TEA. Grantee agrees to submit required logic models, sustainability plans, program evaluation reports, and any other required reports or products in accordance with the format provided by TEA.
- The applicant will adhere to the Texas 21st Century Student Tracking (Tx21st) system data reporting requirements Grantee Profile, Funding, Contacts, Partner, Center Profiles, Center Contacts, Center Operations, Feeder Schools, Activities, and Schedule data will be entered in August and will be updated as changes in any of the data occur. Center Operations data will be updated at the beginning of each term. Data entered in the system must support the approved application and operating schedule.
  - Participant and enrollment data will be entered in August or September, depending on the center schedule.

**EXHIBIT D**

- Attendance data will be entered daily or weekly.
  - Exception reports and data corrections will be completed and reviewed by the project director
  - The applicant will coordinate with the school district to collect and enter school day attendance and grades data into Tx21st.
- The applicant agrees to conduct annual local program evaluation at the center and grant levels that assesses the following objective measures: school day attendance, core course grades, mandatory discipline referrals, on-time advancement to the next grade level, high school graduation rates, and high school student career competencies. The results of the local evaluation will be used to refine, improve, and strengthen the local program and will be made available to the public upon request, with public notice of such availability provided.
- Applicant will comply with any program requirements written elsewhere in this Request for Application.
- The applicant will adhere to the agreed-upon plan in the original approved grant application and subsequent amendments as appropriate including, but not limited to, the following stated statutory requirements:
  - how students participating in the program will travel safely to and from the center and home;
  - disseminating information about the learning center, including its location, to the community in a manner this understandable and accessible;
  - strategies that implemented to improve student academic achievement, campus academic achievement and overall student success;
  - combining or coordinating with federal, state and local programs to make the most effective use of public resources;
  - how program activities will meet the objective set measures designed to increase high-quality academic enrichment opportunities;
  - partnerships between local education agencies, community-based organizations, and other public or private entities in carrying out the proposed program;
  - how the program is designed to address documented needs of the community;
  - the level of experience or promise of success in providing educational and related activities that will complement and enhance academic performance, achievement, and positive youth development of the students;
  - using volunteers in activities carried out through the learning center; and
  - how the community learning center will continue after funding ends.
- By submitting the application for continuation funding, the applicant agrees to comply with all of the requirements stated in the Year 1 Request for Application and subsequent continuation applications. The applicant also agrees to adhere to the peer-reviewed descriptions and plans for carrying out the program requirements in the original approved application, continuation applications, and any TEA-approved amendments to the applications.
- The applicant provides assurance that it will not generate program income as a result of the federal grant, including collecting fees of any kind. The applicant further acknowledges that program income that is collected prior to approval of TEA and the United States Department of Education will result in a reduction of the grant award by the amount of program income and that any program income generated must be used only for allowable program costs during the award period in which the income was generated.
- The applicant will comply with all requirements in the original grant application not superseded by subsequent amendments, continuation grant requirements, or written program policies and guidance.
- The applicant provides assurance that it will annually conduct a needs assessment and an updated program implementation plan based on the results of the annual needs assessment.
- Applicant provides assurance to adhere to all Performance Measures, as noted in the 2019-2020 Texas 21st Century Community Learning Centers, Cycle 9, Year 4, Program Guidelines, and

**Texas Education Agency**  
**Every Student Succeeds Act (ESSA) Provisions and Assurances**

**EXHIBIT D**

shall provide the Texas Education Agency, upon request, any performance data necessary to assess the success of the program.

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

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

**Texas Education Agency**  
**Every Student Succeeds Act (ESSA) Provisions and Assurances**

**EXHIBIT D**

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

- A. Each such program will be administered in accordance with all applicable statutes, regulations, program plans, and applications.
- B. The control of funds provided under each such program and title to property acquired with program funds will be in a public agency or in a nonprofit private agency, institution, organization, or Indian tribe, if the law authorizing the program provides for assistance to such entities.
- C. The public agency, nonprofit private agency, institution, organization, or Indian tribe will administer such funds and property to the extent required by the authorizing statutes.
- D. The applicant will adopt and use proper methods of administering each such program, including the enforcement of any obligations imposed by law on agencies, institutions, organizations, and other recipients responsible for carrying out each program and the correction of deficiencies in program operations that are identified through audits, monitoring, or evaluation.
- E. The applicant will cooperate in carrying out any evaluation of each such program conducted by or for the Texas Education Agency (TEA), the US Secretary of Education, or other federal officials.
- F. The applicant will use such fiscal control and fund accounting procedures as will ensure proper disbursement of, and accounting for, federal funds paid to such applicant under each such program.
- G. The applicant will submit such reports to TEA (which shall make the reports available to the governor) and the US Secretary of Education, as TEA and the US Secretary of Education may require to enable TEA and the US Secretary of Education to perform their duties under each such program.
- H. The applicant will maintain such records, provide such information, and afford access to the records as the Agency (after consultation with the governor) or the Secretary may find necessary to carry out the Agency's or the Secretary's duties.
- I. Before the application was submitted, the applicant afforded a reasonable opportunity for public comment on the application and has considered such comment.
- J. **Gun-Free Schools Act:** The local educational agency assures that it is in compliance with Section 37.007(e) of the Texas Education Code, which requires expulsion of a student who brings to school or possesses at school a firearm as defined by 18 United States Code (USC) Section 2891 (pursuant to the requirements in P.L. 114-95, Section 8561[b][1]). In addition, the local educational agency certifies that it has a policy requiring referral to the criminal justice or juvenile delinquency system of any student who brings a firearm or weapon to school (P.L. 114-95, Section 8561[h][1]).
- K. **Student Records Transfer:** The local educational agency shall ensure that a student's records and, if applicable, a student's individualized education program as defined in Section 602(11) of the Individuals with Disabilities Education Act, are transferred to a charter school upon the transfer of the student to the charter school, and to another public school upon the transfer of the student from a charter school to another public school, in accordance with applicable state law (P.L. 114-95, Section 4308).
- L. **Consolidation of Administrative Funds:** A local educational agency, with the approval of TEA, may consolidate and use for the administration of one or more programs under the Every Student Succeeds Act not more than the percentage, established in each program, of the total available for the local educational agency under those programs. A local educational agency that consolidates administrative funds shall not use any other funds under the programs included in the consolidation for administration for that fiscal year. Consolidated administrative funds shall be

**Texas Education Agency**  
**Every Student Succeeds Act (ESSA) Provisions and Assurances**

**EXHIBIT D**

used for the administration of the programs covered and may be used for coordination of these programs with other federal and non-federal programs and for dissemination of information regarding model programs and practices.

- M. **Privacy of Assessment Results:** Any results from an individual assessment referred to in the Every Student Succeeds Act of a student that become part of the education records of the student shall have the protections provided in Section 444 of the General Education Provisions Act (P.L. 114-95, Section 8523 and the Family Educational Rights and Privacy Act [FERPA] of 1975, as amended).
- N. **School Prayer:** The local educational agency certifies that it is in compliance with Section 25.901 of the Texas Education Code. In addition, as a condition of receiving funds under the Every Student Succeeds Act, the local educational agency certifies that no policy of the local educational agency prevents, or otherwise denies participation in, constitutionally

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

- O. **Equal Access to Public School Facilities—Boy Scouts of America Equal Access Act:** No public elementary school, public secondary school, or local educational agency that has a designated open forum or a limited public forum and that receives funds made available from the US Department of Education shall deny equal access or a fair opportunity to meet, or shall discriminate against, any group officially affiliated with the Boy Scouts of America, or any other youth group listed in Title 36 of the United States Code (as a patriotic society) that wishes to conduct a meeting within that designated open forum or limited public forum, including denying such access or opportunity or discriminating for reasons based on the membership or leadership criteria or oath of allegiance to God and country of the Boy Scouts of America or of the youth group listed in Title 36 of the United States Code (as a patriotic society). For the purposes of this section, an elementary school or secondary school has a limited public forum whenever the school involved grants an offering to, or opportunity for, one or more outside youth or community groups to meet on school premises or in school facilities before or after the hours during which attendance at the school is compulsory. Nothing in this section shall be construed to require any school, agency, or a school served by an agency to sponsor any group officially affiliated with the Boy Scouts of America, or any other youth group listed in Title 36 of the United States Code (as a patriotic society). Compliance with this provision will be enforced through rules and orders issued by the Office for Civil Rights. If the public school or agency does not comply with the rules or orders, no funds made available through the Department of Education shall be provided by a school that fails to comply with such rules or orders or to any agency or school served by an agency that fails to comply with such rules or orders (P.L. 114-95, Section 8525).
- P. **General Prohibitions:** None of the funds authorized under the Every Student Succeeds Act shall be used to develop or distribute materials, or operate programs or courses of instruction directed at youth, that are designed to promote or encourage sexual activity, whether homosexual or heterosexual; to distribute or to aid in the distribution by any organization of legally obscene materials to minors on school grounds; to provide sex education or HIV-prevention education in schools unless that instruction is age appropriate and includes the health benefits of abstinence; or to operate a program of contraceptive distribution in schools (P.L. 114-95, Section 8526).
- Q. **Armed Forces Recruiter Access to Students and Student Recruiting Information:** In accordance with guidance issued by the US Department of Education, each local educational agency receiving assistance under the Every Student Succeeds Act shall provide, on a



**EXHIBIT D**

request made by military recruiters or an institution of higher education, access to secondary school student names, address, and telephone listings, upon prior written consent of a student or the parent of a student. A secondary school student or the parent of the student may request that the student's name, address, and telephone listing not be released without prior written parental consent, and the local educational agency or private nonprofit school shall notify parents of the option to make a request and shall comply with any request. Each local educational agency receiving assistance under the Every Student Succeeds Act shall provide military recruiters the same access to secondary school students as is provided generally to post-secondary educational institutions or to prospective employers of those students (P.L. 114-95, Section 8528).

- R. **Unsafe School Choice Option:** The local educational agency certifies that it shall establish and implement a policy requiring that a student attending a persistently dangerous public elementary school or secondary school, as determined by TEA, or who becomes a victim of a violent criminal offense, while in or on the grounds of a public elementary or secondary school that the student attends, be allowed to attend a safe public elementary or secondary school within the local educational agency, including a public charter school (P.L. 114-95, Section 8532).
- S. **Civil Rights:** Nothing in the Every Student Succeeds Act shall be construed to permit discrimination on the basis of race, color, religion, sex (except as otherwise permitted under Title IX of the Education Amendments of 1972), national origin, or disability in any program funded under the Every Student Succeeds Act (P.L. 114-95, Section 8534).
- T. **Assurances related to the education of homeless children and youth:**
1. The LEA assures that each child of a homeless individual and each homeless youth shall have equal access to the same free, appropriate public education, including a public preschool education, as provided to other children and youth.
  2. The LEA assures that homeless children and youth are afforded the same free, appropriate public education as provided to other children and youth.
  3. The LEA assures that it will review and undertake steps to revise any laws, regulations, practices, or policies that may act as a barrier to the enrollment, attendance, or success in school of homeless children and youth.
  4. The LEA assures that it will not separate students from the mainstream school environment on the basis of homelessness alone.
  5. The LEA assures that homeless children and youth have access to the education and other services that they need in order to meet the same challenging state student academic achievement standards to which all students are held.
- U. **Definitions:** The following terms shall be defined as follows for programs authorized and carried out under the Every Student Succeeds Act:
1. **Charter School:** An open-enrollment charter school receiving federal funds of any type must meet the federal definition of a charter school as provided in P.L. 114-95, Section 4310(2). The term *charter school* means a school that:
    - a. Is created by a developer as a public school, or is adapted by a developer from an existing public school, and is operated under public supervision and control
    - b. Operates in pursuit of a specific set of educational objectives determined by the school's developer and agreed to by the authorized public chartering agency (i.e., the State Board of Education [SBOE])
    - c. Provides a program of elementary or secondary education, or both
    - d. Is nonsectarian in its programs, admissions policies, employment practices, and all other operations, and is not affiliated with a sectarian school or religious

**EXHIBIT D**

instruction

- e. **Does not charge tuition**
  - f. **Complies with the Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and Part B of the Individuals with Disabilities Education Act**
  - g. **Is a school to which parents choose to send their children, and that**
    - i. **admits students on the basis of a lottery, if more students apply for admission than can be accommodated**
    - ii. **In the case of a school that has an affiliated charter school (such as a school that is part of the same network of schools), automatically enrolls students who are enrolled in the immediate prior grade level of the affiliated charter school and, for any additional student openings or student openings created through regular attrition in student enrollment in the affiliated charter school and the enrolling school, admits students on the basis of a lottery as described in clause (i)**
  - h. **Agrees to comply with the same federal and state audit requirements as other elementary schools and secondary schools in the state, unless such requirements are specifically waived for the purpose of this program**
  - i. **Meets all applicable federal, state, and local health and safety requirements**
  - j. **Operates in accordance with state law**
  - k. **Has a written performance contract with the authorized public chartering agency in the state (i.e., SBOE) that includes a description of how student performance will be measured pursuant to state assessments that are required of other schools and pursuant to any other assessments mutually agreeable to the SBOE**
2. ***Community-Based Organization:*** A public or private nonprofit organization of demonstrated effectiveness that is representative of a community or significant segment of a community and that provides educational or related services to individuals in the community
3. ***Highly Qualified:*** This only applies to paraprofessionals.
4. ***Parental Involvement:*** The participation of parents in regular, two-way and meaningful communication involving student academic learning and other school activities, including ensuring:
- a. That parents play an integral role in assisting their child's learning
  - b. That parents are encouraged to be actively involved in their child's education at school
  - c. That parents are full partners in their child's education and are included, as appropriate, in decision making and on advisory committees to assist in the education of their child
  - d. The carrying out of other activities, such as those described in Section 1116 of P.L. 114-95.
5. ***Professional Development:*** Includes activities that: (P.L. 114-95, Section 8101(42))
- A. Are an integral part of school and local educational agency strategies for providing educators (including teachers, principals, other school leaders, specialized instructional support personnel, paraprofessionals, and, as applicable, early childhood educators) with the knowledge and skills

**EXHIBIT D**

necessary to enable students to succeed in a well-rounded education and to meet the challenging State academic standards: and

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

**Texas Education Agency**  
**Every Student Succeeds Act (ESSA) Provisions and Assurances**

**EXHIBIT D**

- xv. Involve the forming of partnerships with institutions of higher education to establish school- based teacher training programs that provide prospective teachers and beginning teachers with an opportunity to work under the guidance of experienced teachers and college faculty;
  - xvi. Create programs to enable paraprofessionals (assisting teachers employed by an LEA  
  
receiving assistance under Title I, Part A) to obtain the education necessary for those paraprofessionals to become certified and licensed teachers;
  - xvii. Provide follow-up training to teachers who have participated in activities described previously in this definition that are designed to ensure that the knowledge and skill learned by the teachers are implemented in the classroom; and
  - xviii. Where practicable, provide jointly for school staff and other early childhood education program providers, to address the transition to elementary school, including issues related to school readiness.
6. **Technology:** Modern information, computer and communication technology products, services, or tools, including, the Internet and other communications networks, computer devices and other computer and communications hardware, software applications, data systems, and other electronic content (including multimedia content) and data storage.
7. **Well-Rounded Education:** Courses, activities and programming in subjects such as English, reading or language arts, writing, science, technology, engineering, mathematics, foreign languages, civics and government, economics, arts, history, geography, computer science, music, career and technical education, health, physical education, and any other subject, as determined by the State or local educational agency, with the purpose of providing all students access to an enriched curriculum and educational experience.
- V. **TEA State ESSA Plan:** The LEA agrees to adopt any performance goals or indicators, or programmatic indicators submitted in the Texas Consolidated State Application for Funds Under the Every Student Succeeds Act.
- W. **Transfer of School Disciplinary Records:** The LEA assures it has a procedure in place to transfer disciplinary records, with respect to a suspension or expulsion, to any private or public elementary school or secondary school for any student who is enrolled or seeks, intends, or is instructed to enroll, on a full- or part-time basis, in the school. This requirement shall not apply to any disciplinary records with respect to a suspension or expulsion that are transferred from a private, parochial or other nonpublic school, person, institution, or other entity, that provides education below the college level (P.L. 114-95, Section 8537).

Revised 05/2017

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

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

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Contract ("Contract") is entered into by and between Harris County Department of Education ("HCDE") and Sheldon Independent School District ("ISD") for the purpose of providing 21<sup>st</sup> Century Community Learning Centers/Texas ACE Cycle 10 year 2 ("afterschool program") at select site(s) within the ISD.

**I. PURPOSE**

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

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

services in core academic areas, e.g. reading and literacy, mathematics, and science.

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

## **II. TERM**

This Contract shall be for the period beginning August 1, 2019, and ending July 31, 2020. Subject to the receipt of sufficient funds from the Texas Education Agency for 21<sup>st</sup> Century Community Learning Centers by HCDE and HCDE's written approval, this Contract may be renewed for additional year(s).

## **III. PROGRAM DESCRIPTION AND REQUIREMENTS**

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

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

1. Assist in the preparation of contracts, financial reports, requisitions, and inventory;

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

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



26. Provide a minimum of 5% of leveraging funds, including in-kind, to further support the Texas ACE Cycle 10 program.

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

for employees, receipts and invoices for supplies, and copies of contracts for contracted services purchased.

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

since the beginning of the year. The ISD will also report all sources of funding for the program(s) and the total cost of the program(s) to HCDE.

- N. The ISD agrees to obtain and assess criminal history record information for each employee or volunteer used in the Center(s) and to use only those persons fit to work with students.
- O. ISD agrees that it will comply with the assurances, certifications, and disclosures provided by Texas Education Agency, including the "General Provisions & Assurances," "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions," "Lobbying Certification", "Disclosures of Lobbying Activities", "Every Student Succeeds Act (ESSA) Provisions and Assurances" and "Program-Specific Provisions & Assurances", which are attached hereto as Exhibit D and incorporated by reference into this Contract.
- P. The ISD further agrees that it will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), and mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- Q. The ISD agrees that the certifications and agreements included in the HCDE Vendor Certification Forms, attached hereto as Exhibit A and incorporated by reference in the agreement for all purposes, is true and correct.
- R. The ISD agrees to provide the after-school program to at least the number of students and parents indicated on Exhibit C attached to the Contract. The ISD further agrees that if any time after November 18, 2019, the HCDE CASE for Kids Director determines that there is less than 60% of the agreed-upon students and/or parents in the afterschool program/Center (the numbers on Exhibit C), HCDE may withhold and reserve up to one-third of the budget (Exhibit B of the Contract) that it would have otherwise paid to the ISD and use those funds, in HCDE's sole discretion, to try to increase student and/or parent participation. The ISD agrees and understands that this will result in receipt by the ISD of up to one-third less funds than the ISD would have received under the Contract as specified in Exhibit B. Upon January 1, 2020, if less than 50% of the budget is not allocated for program expenditures, HCDE reserves the right to reduce the ISD's operating budget for the spring term and in subsequent grant years, as applicable.

#### **IV. COMPENSATION AND FUNDING**

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

- \$373,500.00 for providing the Centers in accordance with Section III and this Contract at C.E. King High School (\$122,000.00), C.E. King Middle School (\$122,000.00) and Royalwood Elementary (\$129,500)

The ISD must submit an itemized monthly statement detailing expenses with supporting documentation for the Center(s) in order to receive payment of these expenses. HCDE will pay the ISD within 60 days of receiving sufficient funds as described below. Only invoices for allowable expenses, per grant fiscal guidelines, incurred during the term of this Contract will be paid by HCDE. The ISD waives any statutory right to interest the ISD may have under Chapter 2251 of the Texas Government Code. The ISD may be eligible for a prorated amount, in HCDE's sole discretion, if the ISD is unable to maintain its Center(s) in accordance with the site description. Included in these requirements are: the number of Centers in the ISD where the Center programs are provided; the number of students and adults served in the ISD by the Center programs; and fulfillment of the total number of days of providing service. It is expected that the Center will expend a minimum of 90% of the total grant award outlined herein. The ISD agrees that if any time after January 31, 2020, the HCDE CASE for Kids Director determines that the ISD does not have a realistic action plan to expend at least 90% of the grant award amount, HCDE may withhold and reserve up to one-third of the budget (Exhibit B) that would have otherwise been paid to the ISD and use those funds, in HCDE's sole discretion, to allocate allowable expenses to support the afterschool program/Center, in accordance with the grant fiscal guidelines and procedures. HCDE will notify the ISD at least two weeks prior to re-allocation/withholding of funds from the ISD in support of the afterschool program/Center.

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

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

## **VI. PIGGYBACKING ON HCDE-PROCURED CONTRACTS**

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, the District may, in its discretion, enter into separate and independent contracts with CASE Afterschool and Summer

Direct Service Providers, procured by HCDE in accordance with Section 44.031 of the Texas Education Code, that employ the same negotiated terms and conditions contained in an existing contract(s) between HCDE and the Direct Service Provider.

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

#### **V. RELATIONSHIP**

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

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

#### **VI. TERMINATION**

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

#### **VII. AUTHORIZATION**

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

#### **VIII. NOTICE**

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

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

Attention: Mr. King R. Davis  
Sheldon Independent School District  
11411 C. E. King Parkway  
Houston, Texas 77044

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

#### **IX. GOVERNING LAW**

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

#### **X. VENUE**

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

#### **XI. ENTIRE AGREEMENT**

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

#### **XII. AMENDMENT**

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

#### **XIII. ASSIGNMENT**

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

#### **XIV. SEVERABILITY**

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

#### **XV. BENEFIT FOR SIGNATORY PARTIES ONLY**

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

#### **XVI. IMMUNITIES**

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_ of the Year 2019.

By:

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

By:

  
\_\_\_\_\_  
Mr. King R. Davis  
Superintendent  
Sheldon Independent School District

## EXHIBIT B

Sheldon ISD/C.E. King High School	
CASE for Kids 21st Century/Texas ACE Cycle 10, Year 2 Budget	

### Personnel -- 6100

Site Director	\$ 52,000
School Year Certified Teachers	\$ 7,560
School Year Staff	\$ 21,000
School Year Para-professionals	\$ 1,680
Summer Staff plus two weeks start-up	\$ 2,400
<b>Payroll</b>	<b>\$ 84,640</b>
Site Coordinator Fringe Benefits	\$ 4,160
Staff Fringe Benefits	\$ 2,611
<b>Fringe Benefits</b>	<b>\$ 6,771</b>
<b>Total Payroll Costs 6100</b>	<b>\$ 91,411</b>

### Professional & Contractual Services -- 6200

Topic: Enrichment	\$9,000
Topic: College & Career Readiness	\$2,000
Topic: Family & Parental Engagement	\$200
<b>Total Professional &amp; Contractual Services 6200</b>	<b>\$ 11,200</b>

### Materials & Supplies -- 6300

Site Coordinator Computer	\$ 1,500
Site Coordinator Printer	\$ 490
Site Coordinator Office Supplies	\$ 5,800
Program Consumable Supplies	\$ 4,000
<b>Total Materials &amp; Supplies 6300</b>	<b>\$ 11,790</b>

### Other Operating Costs -- 6400

Fieldtrip Transportation	\$ 2,500
Fieldtrip Admission	\$ 349
Snacks for Family Engagement	\$ 500
Mileage	\$ 750
In-state Conference (OSTICON)	\$ 1,500
Out-of-state Conference (NAA)	\$ 2,000
<b>Total Other Operating Costs 6400</b>	<b>\$ 7,599</b>

<b>Total:</b>	<b>\$ 122,000</b>
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## EXHIBIT B

<b>Sheldon ISD/C.E. King Middle School</b>
<b>CASE for Kids 21st Century/Texas ACE Cycle 10, Year 2 Budget</b>

### Personnel -- 6100

Site Director	\$ 52,000
School Year Certified Teachers	\$ 3,780
School Year Staff	\$ 31,500
Summer Staff plus two weeks start-up	\$ 1,680
School Year Para-professionals	\$ 3,500
<b>Payroll</b>	<b>\$ 92,460</b>
Site Coordinator Fringe Benefits	\$ 4,160
Staff Fringe Benefits	\$ 3,517
<b>Fringe Benefits</b>	<b>\$ 7,677</b>
<b>Total Payroll Costs 6100</b>	<b>\$ 100,137</b>

### Professional & Contractual Services -- 6200

Topic: Enrichment	\$7,234
Topic: Family & Parental Engagement	\$250
<b>Total Professional &amp; Contractual Services 6200</b>	<b>\$ 7,484</b>

### Materials & Supplies -- 6300

Site Coordinator Computer	\$ 1,500
Site Coordinator Printer	\$ 500
Site Coordinator Office Supplies	\$ 5,790
Family Engagement Supplies	\$ 700
<b>Total Materials &amp; Supplies 6300</b>	<b>\$ 8,490</b>

### Other Operating Costs -- 6400

Fieldtrip Transportation	\$ 500
Fieldtrip Admission	\$ 965
Snacks for Family Engagement	\$ 174
Mileage	\$ 750
In-state Conference (OSTICON)	\$ 1,500
Out-of-state Conference (NAA)	\$ 2,000
<b>Total Other Operating Costs 6400</b>	<b>\$ 5,889</b>

<b>Total:</b>	<b>\$ 122,000</b>
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## EXHIBIT B

Sheldon ISD/Royalwood Elementary	
CASE for Kids 21st Century/Texas ACE Cycle 10, Year 2 Budget	

### Personnel -- 6100

Site Director	\$ 52,000
School Year Certified Teachers	\$ 3,600
Summer Certified Teachers	\$ 240
School Year Program Staff	\$ 45,360
Summer Program Staff	\$ 4,896
<b>Payroll</b>	<b>\$ 106,096</b>
Site Coordinator Fringe Benefits	\$ 4,160
Staff Fringe Benefits	\$ 4,328
<b>Fringe Benefits</b>	<b>\$ 8,488</b>
<b>Total Payroll Costs 6100</b>	<b>\$ 114,584</b>

### Professional & Contractual Services -- 6200

Topic:	\$0
<b>Total Professional &amp; Contractual Services 6200</b>	<b>\$ -</b>

### Materials & Supplies -- 6300

Site Coordinator Computer	\$ 2,000
Site Coordinator Printer	\$ 500
Site Coordinator Office Supplies	\$ 5,090
Family Engagement Supplies	\$ 100
Program Consumable Supplies	\$ 511
<b>Total Materials &amp; Supplies 6300</b>	<b>\$ 8,201</b>

### Other Operating Costs -- 6400

Fieldtrip Transportation	\$ 1,500
Fieldtrip Admission	\$ 500
Snacks for Family Engagement	\$ 265
Mileage	\$ 750
In-state Conference (OSTICON)	\$ 1,700
Out-of-state Conference (NAA or BOOST)	\$ 2,000
<b>Total Other Operating Costs 6400</b>	<b>\$ 6,715</b>

<b>Total:</b>	<b>\$ 129,500</b>
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# EXHIBIT C

## CENTER INFORMATION

Ctr #	9 Digit campus ID #	Name of Center/Host Site	Physical Address	City	Zip	Phone Number	# of Feeder Schools	Grade Levels Served (PK to 12)	# Students Served	# Adults Served
C7	101924001	C.E. King High School	8540 C.E. King Parkway	Houston,	77044	281-727-350	0	9-12	85	40

### Part 3: Center Operations Chart (one per center)

<b>Center 1 Name:</b>		C.E. King High School											
<b>Program Operations</b>						<b>Fall Term</b>		<b>Spring Term</b>		<b>Summer Term</b>		<b>Total</b>	
Start Date (MM/DD/YY):						09/03/2019		12/09/2019		06/01/2020			
End Date (MM/DD/YY):						12/06/2019		05/22/2020		06/25/2020			
Total number of weeks (offering minimum # of weekly program hours)												35	
<b>Program Schedule/Hours</b>													
<b>Day of the Week</b>		<b>Fall Term</b>				<b>Spring Term</b>				<b>Summer Term</b>			
		<b>AM Start</b>	<b>AM End</b>	<b>PM Start</b>	<b>PM End</b>	<b>AM Start</b>	<b>AM End</b>	<b>PM Start</b>	<b>PM End</b>	<b>AM Start</b>	<b>AM End</b>	<b>PM Start</b>	<b>PM End</b>
Sunday		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Monday				2:45	5:45			2:45	5:45	8:00	N/A	N/A	12:00
Tuesday				2:45	5:45			2:45	5:45	8:00	N/A	N/A	12:00
Wednesday				2:45	5:45			2:45	5:45	8:00	N/A	N/A	12:00
Thursday				2:45	5:45			2:45	5:45	8:00	N/A	N/A	12:00
Friday				2:45	5:45			2:45	5:45	N/A	N/A	N/A	N/A
Saturday		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<b>Total Hours Per Week</b>		15				15				12			
<b>Number of Saturdays Per Month:</b>													

# EXHIBIT C

## CENTER INFORMATION

Ctr #	9 Digit campus ID #	Name of Center/Host Site	Physical Address	City	Zip	Phone Number	# of Feeder Schools	Grade Levels Served (PK to 12)	# Students Served	# Adults Served
C8	101924043	C.E. King Middle School	8530 C.E. King Parkway	Houston,	77044	281-727-4300	0	6-8	85	40

### Part 3: Center Operations Chart (one per center)

<b>Center 2 Name:</b>		C.E. King Middle School											
<b>Program Operations</b>						<b>Fall Term</b>		<b>Spring Term</b>		<b>Summer Term</b>		<b>Total</b>	
Start Date (MM/DD/YY):						09/03/2019		12/09/2019		06/08/2020			
End Date (MM/DD/YY):						12/06/2019		05/29/2020		07/02/2020			
Total number of weeks (offering minimum # of weekly program hours)						14 weeks		17 weeks		4 weeks		35	
<b>Program Schedule/Hours</b>													
<b>Day of the Week</b>		<b>Fall Term</b>				<b>Spring Term</b>				<b>Summer Term</b>			
		<b>AM Start</b>	<b>AM End</b>	<b>PM Start</b>	<b>PM End</b>	<b>AM Start</b>	<b>AM End</b>	<b>PM Start</b>	<b>PM End</b>	<b>AM Start</b>	<b>A'M End</b>	<b>PM Start</b>	<b>PM End</b>
Sunday		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Monday		7:00	8:00	2:45	4:45	7:00	8:00	2:45	4:45	8:00	N/A	N/A	12:00
Tuesday		7:00	8:00	2:45	4:45	7:00	8:00	2:45	4:45	8:00	N/A	N/A	12:00
Wednesday		7:00	8:00	2:45	4:45	7:00	8:00	2:45	4:45	8:00	N/A	N/A	12:00
Thursday		7:00	8:00	2:45	4:45	7:00	8:00	2:45	4:45	8:00	N/A	N/A	12:00
Friday		7:00	8:00	2:45	4:45	7:00	8:00	2:45	4:45	N/A	N/A	N/A	N/A
Saturday		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<b>Total Hours Per Week</b>		15				15				16			
<b>Number of Saturdays Per Month:</b>													

# EXHIBIT C

## CENTER INFORMATION

Ctr #	9 Digit campus ID #	Name of Center/Host Site	Physical Address	City	Zip	Phone Number	# of Feeder Schools	Grade Levels Served (PK to 12)	# Students Served	# Adults Served
C9	101924102	Royalwood Elementary	7715 Royalwood Dr.	Houston,	77049	281- 454-2700	0	K-5	110	40

### Part 3: Center Operations Chart (one per center)

<b>Center 3 Name:</b>		Royalwood Elementary											
<b>Program Operations</b>					<b>Fall Term</b>		<b>Spring Term</b>		<b>Summer Term</b>		<b>Total</b>		
Start Date (MM/DD/YY):					09/03/2019		12/09/2019		06/01/2020				
End Date (MM/DD/YY):					12/06/2019		05/22/2020		06/25/2020				
Total number of weeks (offering minimum # of weekly program hours)											38		
<b>Program Schedule/Hours</b>													
<b>Day of the Week</b>	<b>Fall Term</b>				<b>Spring Term</b>				<b>Summer Term</b>				
	<b>AM Start</b>	<b>AM End</b>	<b>PM Start</b>	<b>PM End</b>	<b>AM Start</b>	<b>AM End</b>	<b>PM Start</b>	<b>PM End</b>	<b>AM Start</b>	<b>AM End</b>	<b>PM Start</b>	<b>PM End</b>	
Sunday	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Monday	N/A	N/A	3:30	6:30	N/A	N/A	3:30	6:30	8:00	N/A	N/A	3:00	
Tuesday	N/A	N/A	3:30	6:30	N/A	N/A	3:30	6:30	8:00	N/A	N/A	3:00	
Wednesday	N/A	N/A	3:30	6:30	N/A	N/A	3:30	6:30	8:00	N/A	N/A	3:00	
Thursday	N/A	N/A	3:30	6:30	N/A	N/A	3:30	6:30	8:00	N/A	N/A	3:00	
Friday	N/A	N/A	3:30	6:30	N/A	N/A	3:30	6:30	N/A	N/A	N/A	N/A	
Saturday	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
<b>Total Hours Per Week</b>	15				15				28				
<b>Number of Saturdays Per Month:</b>													

**Texas Education Agency**  
**Every Student Succeeds Act (ESSA) Provisions and Assurances**

**EXHIBIT D**

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

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

EXHIBIT D

Principles (GAAP). Capital Assets include: (a) Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; and (b) Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to Capital Assets that materially increase their value or useful life (not ordinary repairs and maintenance). (2 CFR §200.12).

If the Subrecipient purchases Capital Assets (furniture and/or equipment) with Subaward funds to accomplish the objective(s) of the project, title will remain with the Subrecipient for the period of the Subaward. The Agency reserves the right to transfer Capital Assets for Subrecipient noncompliance during the Subaward period or as needed after the ending date of the Subaward. This provision applies to any and all furniture and/or equipment regardless of unit price and how the item is classified in the Subrecipient's accounting record.

- **Capital Expenditures:** Expenditures to acquire Capital Assets or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to Capital Assets that materially increase their value or useful life. (2 CFR §200.13)
- **Protected Personally Identifiable Information (PII):** An individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII that is required by law to be disclosed (2 CFR §200.82)
- B. **Contingency:** The agreement represented by this Subaward is executed by the Agency subject to the availability of funds appropriated by legislative act for the purposes stated. All Amendments and/or extensions or subsequent Subaward agreements entered into for the same or continued purposes are executed contingent upon the availability of appropriated funds. Notwithstanding any other provision in this Subaward agreement or any other document, this Subaward agreement is void upon appropriated funds becoming unavailable. In addition, this Subaward agreement may be terminated by the Agency at any time for any reason upon notice to the Subrecipient. Expenditures and/or activities for which the Subrecipient may claim reimbursement shall not be accrued or claimed subsequent to receipt of such notice from the Agency. This Subaward agreement may be extended or otherwise amended only by formal written Amendment properly executed by both the Agency and the Subrecipient. No other agreement, written or oral, purporting to alter or amend this Subaward shall be valid.
- C. **Subrecipient's Application:** Furnished to the Agency in response to a request for Application, is incorporated in this Subaward by reference for all necessary purposes. It is specifically provided; however, that the provisions of this Subaward shall prevail in all cases of conflict arising from the terms of the Subrecipient's Application whether such Application is a written part of this Subaward or is attached as a separate document.
- D. **Requirements, Terms, Conditions, and Assurances:** Stated in the Request for Application, in response to which the Applicant is submitting this Application, and are incorporated herein by reference for all purposes. The instructions to the Standard Application System, as well as the General and Fiscal Guidelines and Program Guidelines, are incorporated herein by reference.
- E. **Signature Authority; Final Expression; Superseding Document:** The Applicant certifies that the person signing or certifying and submitting this Application has been properly delegated this authority. The Subaward represents the final and complete expression of the terms of agreement between the parties. The Subaward supersedes any previous understandings or negotiations between the parties. Any representations, oral statements, promises, or warranties that differ from the Subaward shall have no force

**Texas Education Agency**  
**Every Student Succeeds Act (ESSA) Provisions and Assurances**

**EXHIBIT D**

or effect. The Subaward may be modified, amended, or extended only by formal written Amendment properly executed by both TEA and the Subrecipient.

- F. **State of Texas Laws:** In the conduct of the Subaward Project, the Subrecipient shall be subject to Texas State Board of Education and Commissioner rules pertaining to this Subaward and the Subaward Project and to the laws of the State of Texas governing this Subaward and the Subaward Project. This Subaward constitutes the entire agreement between the Agency and the Subrecipient for the accomplishment of the Subaward Project. This Subaward shall be interpreted according to the laws of the State of Texas except as may be otherwise provided for in this Subaward.
- G. **Monitoring:** Desk reviews, on-site monitoring reviews, arranging for agreed-upon-procedures engagements, and training and technical assistance on program-related matters may be conducted by the Agency to determine compliance with the approved Application and the applicable statute(s), law(s), regulations, and guidelines.
- TEA conducts federal fiscal Grant Subrecipient monitoring and compliance reviews, and implements related remedies for noncompliance, in accordance with its established policies and procedures. These policies and procedures incorporate best practices and standards that may be similar to common auditing standards, but the Agency does not apply a specific set of external standards, such as the US Government Accountability Office's Generally Accepted Government Auditing Standards (Yellow Book), nor is it required to do so.
- H. **Specific Conditions:** If TEA identifies, in its sole determination, a grantee as posing a level of risk identified by the agency's risk criteria, the grantee has a history of failure to comply with the terms and conditions of the 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)



**Texas Education Agency**  
**Every Student Succeeds Act (ESSA) Provisions and Assurances**

**EXHIBIT D**

- L. **Subaward Cancellation, etc.:** If this Subaward is canceled, terminated, or suspended by the Agency prior to its expiration date, the reasonable monetary value of services properly performed by the Subrecipient pursuant to this Subaward prior to such cancellation, termination, or suspension shall be determined by the Agency and paid to the Subrecipient as soon as reasonably possible.
- M. **Indemnification:** The Subrecipient, to the extent permitted by law, shall hold the Agency harmless from and shall indemnify the Agency against any and all claims, demands, and causes of action of whatever kind or nature asserted by any third party and occurring or in any way incident to, arising from, or in connection with, any acts of the Subrecipient, its agents, employees, and subcontractors, done in the conduct of the Subaward Project.
- N. **Encumbrances/Obligations and Liquidations:** All encumbrances/obligations shall occur on or between the beginning and ending dates of the Subaward unless pre-award costs are expressly permitted for the individual Grant program. In general, goods or services delivered near the end of the Grant period may be viewed by TEA as not necessary to accomplish the objectives of the current Grant program; however, TEA will evaluate such expenditures on a case-by-case basis. A TEA monitor or an auditor may disallow those expenditures if the Grantee is unable to (1) document the need for the expenditures, (2) demonstrate that program beneficiaries receive benefit from the late expenditures, or (3) negate the appearance of "stockpiling" supplies or equipment. The Subrecipient must receive the benefit and liquidate (record as an expenditure) all obligations incurred under the Subaward no later than the revised final expenditure report due date. An encumbrance cannot be considered an expenditure or accounts payable until the goods have been received and the services have been rendered. Obligations that are liquidated and recognized as expenditures must meet the allowable cost principles in 2 CFR Part 200 of EDGAR (as applicable) and program rules, regulations, and guidelines contained elsewhere. This provision applies to all Grant programs, including state and federal, discretionary and formula.
- O. **Financial Management and Accounting:** The Subrecipient assures it will maintain a financial management system that provides for the following: (1) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, name of the Federal Agency, and name of the pass-through entity, if any. (2) Accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with the reporting requirements set forth in 2 CFR §§200.327 Financial reporting and 200.328 Monitoring and reporting program performance. If a Federal awarding Agency requires reporting on an accrual basis from a recipient that maintains 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

Texas Education Agency  
Every Student Succeeds Act (ESSA) Provisions and Assurances

EXHIBIT D

and Reporting (FAR) module of the *Financial Accountability System Resource Guide*, Texas Education Agency.

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

EXHIBIT D

agreements shall be provided to TEA promptly upon request.

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

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

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

- V. **Unfair Business Practices:** By signing this Subaward, the Subrecipient, if other than a state Agency, certifies that the Subrecipient, within the preceding 12 months, has not been found guilty, in a judicial or state Agency administrative proceeding, of unfair business practices. The Subrecipient, if other than a state Agency, also certifies that no officer of its company has, within the preceding 12 months, served as an officer in another company which has been found, in a judicial or state Agency administrative proceeding, to be guilty of unfair business practices.
- The Subrecipient, whether a state Agency or not a state Agency, certifies that no funds provided under this Subaward shall be used to purchase supplies, equipment, or services from any companies found to be guilty of unfair business practices within 12 months from the determination of guilt.
- W. **Subcontracting:** The Subrecipient shall not assign or subcontract any of its rights or responsibilities under this Subaward, except as may be otherwise provided for in this Application, without prior formal written approval Granted as an Amendment to this Subaward properly executed by both the Agency and the Subrecipient.
- X. **Use of Consultants:** Notwithstanding any other provision of this Application, Applicant shall

**Texas Education Agency**  
**Every Student Succeeds Act (ESSA) Provisions and Assurances**

**EXHIBIT D**

- 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.
- AA. **Travel Costs:** Amounts authorized for maximum recovery for travel costs against any state or federal funding source are restricted to those amounts which are approved in the State of Texas appropriations bill in effect for the particular obligation. Any amount over this limit must come from local funding sources. Applicant must recover funds at a lesser rate if local policy amounts are less than the maximum allowed by the state. Out-of-state travel may not exceed the federal government rate for the locale. Reimbursement of travel costs is based on actual expenses. Travel allowances are unallowable.
- BB. **Funds for Religious Worship, Instruction:** No funds will be used to pay for religious worship, instruction, or proselytization, or for any equipment or supplies for such, or for any construction, remodeling, repair, operation, or maintenance of any facility or part of a facility to be used for religious worship, instruction, or proselytization (34 CFR §76.532)
- CC. **Disclosure of Gifts and Campaign Contributions:** The Grantee shall file disclosures of gifts and campaign contributions as required by State Board of Education Operating Rule 4.3, which is incorporated as if set out in full. The Grantee has a continuing obligation to make disclosures through the term of the Subaward. Failure to comply with State Board of Education Operating Rule 4.3 is grounds for canceling the Subaward agreement.
- DD. **Submission of Audit Reports to TEA:** Grantees agree to submit audit report(s) consistent with the requirements of 2 CFR Part 200, Subpart F of EDGAR, including the reporting package described in §200.512, to the Federal Audit Clearinghouse (FAC). Also by section 44.008 of the Texas Education Code (TEC), Grantees also agree to submit audit reports to TEA Division of Financial Compliance (DFC) in the time and manner requested by the Agency.
- Grantees that expend \$750,000 or more during the entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.501 Audit requirements, except when it elects to have a program-specific audit conducted in accordance with paragraph of that section. Grantees agree to submit a copy of such audits to TEA when the schedule of findings and questioned costs disclose audit findings relating to any federal awards provided by TEA. A copy of such audits shall also be submitted to TEA if the summary schedule of prior audit findings reported the status of any audit findings relating to any federal awards provided by TEA.
- EE. **Federal Rules, Laws, and Regulations That Apply to All Federal Programs:** The Subrecipient shall be subject to and shall abide by all federal laws, rules, and regulations pertaining to the Subaward Project, including but not limited to:
1. **Americans With Disabilities Act, Public Law (P.L.) 101-336, 42 United States**

**Texas Education Agency**  
**Every Student Succeeds Act (ESSA) Provisions and Assurances**

**EXHIBIT D**

- Code (USC) section 12101, and the regulations effectuating its provisions contained in 28 CFR Parts 35 and 36, 29 CFR Part 1630, and 47 CFR Parts 0 and 64.
2. **Title VI of the Civil Rights Act of 1964**, as amended (prohibition of discrimination by race, color, or national origin), and the regulations effectuating its provisions contained in 34 CFR Part 100.
  3. **Title IX of the Education Amendments of 1972**, as amended (prohibition of sex discrimination in educational institutions) and the regulations effectuating its provisions contained in 34 CFR Part 106, if the Subrecipient is an educational institution.
  4. **Section 504 of the Rehabilitation Act of 1973**, as amended (nondiscrimination on the basis of handicapping condition), and the regulations effectuating its provisions contained in 34 CFR Parts 104 and 105.
  5. **Age Discrimination Act of 1975**, as amended (prohibition of discrimination on basis of age), and any regulations issued thereunder, including the provisions contained in 34 CFR Part 110.
  6. **Family Educational Rights and Privacy Act (FERPA) of 1975**, as amended (ensures access to educational records for students and parents while protecting the privacy of such records), and any regulations issued thereunder, including **Privacy Rights of Parents and Students** (34 CFR Part 99), if the Subrecipient is an educational institution (20 USC 1232g).
  7. Section 509 of H.R. 5233 as incorporated by reference in P.L. 99-500 and P.L. 99-591 (**prohibition against the use of federal Grant funds to influence legislation pending before Congress**).
  8. **Pro-Children Act of 2001**, which states that no person shall permit smoking within any indoor facility owned or leased or contracted and utilized for the provision of routine or regular kindergarten, elementary, or secondary education or library services to children (P.L. 107-110, section 4303[a]). In addition, no person shall permit smoking within any indoor facility (or portion of such a facility) owned or leased or contracted and utilized for the provision of regular or routine health care or day care or early childhood development (Head Start) services (P.L. 107-110, Section 4303[b][1]). Any failure to comply with a prohibition in this Act shall be considered to be a violation of this Act and any person subject to such prohibition who commits such violation may be liable to the United States for a civil penalty, as determined by the Secretary of Education (P.L. 107-110, section 4303[e][1]).
  9. **Fair Labor Standards Act (29 USC 207)**, **Davis Bacon Act (40 USC 276[a])**, and **Contract Work Hours and Safety Standards Act (40 USC 327 et seq.)**, as applicable, and their implementing regulations in 29 CFR 500-899; 29 CFR Parts 1, 3, 5, and 7; and 29 CFR Parts 5 and 1926, respectively.
  10. P.L. 103-227, Title X, Miscellaneous Provisions of the GOALS 2000: Educate America Act; P.L. 103-382, Title XIV, General Provisions of the Elementary and Secondary Education Act, as amended; and General Education Provisions Act, as amended.
  11. **Prohibition of Text Messaging and Emailing while Driving during Official Federal Grant Business**: Personnel funded from federal Grants and their subcontractors and Subgrantee are prohibited from text messaging while driving an organization-owned vehicle, or while driving their own privately owned vehicle during official Grant business, or from using organization-supplied electronic equipment to text message or email while driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership On Reducing Text Messaging While Driving," October 1, 2009 (pursuant to provisions attached to federal Grants funded by the US Department of Education).
  12. **Trafficking Victims Protection Act of 2000 (TVPA)**, as amended (22 USC 7104[g]): In accordance with 2 CFR 175, this award may unilaterally be terminated, without penalty, if Subrecipient or an employee of Subrecipient violates any of the

**Texas Education Agency**  
**Every Student Succeeds Act (ESSA) Provisions and Assurances**

**EXHIBIT D**

applicable prohibitions of this award term through conduct that is either associated with performance under this award or imputed to Subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 CFR 85.630. Subrecipient and Subrecipient's employees may not i) Engage in severe forms of trafficking in persons during the period of time that the award is in effect; ii) Procure a commercial sex act during the period of time the award is in effect; or iii) Use forced labor in the performance of the award or Subaward under the award. Subrecipient must inform the proper authorities and Agency immediately of any information it receives from any source alleging a violation of the applicable prohibitions of this award term. In addition to all other remedies for noncompliance that are available to the Agency under this award, Subrecipient must include the requirements of this provision in any Subaward made to a private entity.

**FF. Federal Regulations Applicable to All Federal Programs:**

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

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

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

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

**Texas Education Agency**  
**Every Student Succeeds Act (ESSA) Provisions and Assurances**

**EXHIBIT D**

constructed with the use of Federal funds are accessible to and usable by individuals with disabilities (20 USC 1232 (e));

8. **Sharing Information:** That the local educational Agency has adopted effective procedures for acquiring and disseminating to teachers and administrators participating in each program significant information from educational research, demonstrations, and similar projects, and for adopting, where appropriate, promising educational practices developed through such projects (20 USC 1232(e)); and
9. **Direct Financial Benefit:** That none of the funds expended under any applicable program will be used to acquire equipment (including computer software) in any instance in which such acquisition results in a direct financial benefit to any organization representing the interests of the purchasing entity or its employees or any affiliate of such an organization (20 USC 1232(e)).
10. **Prohibition of Funds for Busing:** No funds appropriated for the purpose of carrying out any applicable program may be used for the transportation of students or teachers (or for the purchase of equipment for such transportation) in order to overcome racial imbalance in any school or school system, or for the transportation of students or teachers (or for the purchase of equipment for such transportation) in order to carry out a plan of racial desegregation of any school or school system, except for funds appropriated pursuant to title VIII of the Elementary and Secondary Education Act of 1965 [20 U.S.C. 7701 et seq.], but not including any portion of such funds as are attributable to children counted under section 8003(d) of such Act [20 U.S.C. 7703(d)] or residing on property described in section 8013(10) of such Act [20 U.S.C. 7713(10)] (20 USC 1228).

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

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

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

**Texas Education Agency**  
**Every Student Succeeds Act (ESSA) Provisions and Assurances**

**EXHIBIT D**

- 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 to TEA within 30 days of project completion.
- OO. Protected Personally Identifiable Information (Protected PII):** The Subrecipient agrees to take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding Agency or pass-through entity designates as sensitive or the non-federal entity considers sensitive consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality.
- PP.** The Subrecipient assures that the Grantee Manager and/or Grantee Official, or such person using the Grantee Manager or Grantee Official's credentials, has been authorized by the Subrecipient organization to enter the organization into legally binding agreements for grant payment purposes prior to the Grantee Manager or Grantee Official certifying and submitting expenditure payment requests in the TEA Expenditure Reporting (ER) System.

Revised 02/2019

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



**EXHIBIT D**

**Statutory & Program Assurances**

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

- The applicant provides assurance that program funds will supplement (increase the level of service), and not supplant (replace) state mandates, State Board of Education rules, and activities previously conducted with state or local funds. The applicant provides assurance that state or local funds may not be decreased or diverted for other purposes merely because of the availability of these funds. The applicant provides assurance that program services and activities to be funded from this grant will be supplementary to existing services and activities and will not be used for any services or activities required by state law, State Board of Education rules, or local policy.
- The applicant provides assurance that the application does not contain any information that would be protected by the Family Educational Rights and Privacy Act (FERPA) from general release to the public.
- The applicant provides assurance they accept and will comply with Every Student Succeeds Act Provisions and Assurances requirements.
- The applicant provides assurance that proof of nonprofit status will be submitted with the grant application, if applicable.
- The applicant provides assurance that the program will take place in a safe facility that is properly equipped and accessible to participants and family members.
- The applicant provides assurance that the proposed program was developed, and will be carried out in active collaboration with the schools that participating students attend, including through the sharing of relevant data among schools, all participants of the eligible entity, and any partnership entities in compliance with applicable laws relating to privacy and confidentiality and in alignment with the challenging state academic standards and any local academic standards.
- The applicant provides assurance that the program will target students who primarily attend schools eligible for schoolwide programs under ESEA as amended by ESSA, Section 1114, and the families of such students.
- The applicant will adhere to the level of services in the approved application and in the agreed-upon center operation schedules and will provide those services to eligible students through this and all continuation and renewal grant periods, as applicable. Applicant acknowledges that proposed amendments that reduce the level of services to below the Year 1 awarded application will be approved only in extreme or unusual circumstances and that failure to adhere to service levels and student targets will result in reduced funding during the subsequent continuation grant period. Grant funds remaining unexpended at the end of the expenditure reporting period for the grant award will not be made available by TEA to supplement continuation grant awards.
- The applicant provides assurance that services for students and families will begin no earlier than August 1, 2019, and no later than September 3, 2019.
- The applicant assures that services will be provided at no cost to participants. Applicants are prohibited from collecting fees, including late pickup fees or any other fee.
- The applicant assures that activities will be supervised at all times by qualified staff at adult to student ratios that meet or exceed TEC Chapter 25, Subchapter D requirements or other state required ratios as applicable.
- The applicant will adhere to a TEA-approved schedule that meets or exceeds program service requirements at each center and that provides a consistent and dependable schedule of weekly activities for all students enrolled.
  - A minimum of 35 weeks per year across all terms, including summer. TEA will count only the weeks in which a center offered the minimum number of hours-per-week toward the 35-week total. Make-up hours will be credited. The week runs from Sunday through Saturday.
  - A minimum of four days per week for the fall and spring terms
  - A minimum of 12 hours per week (applicants should not propose to offer more than 20 hours of programming per week). Note: Transportation time that exceeds 30 minutes per-day shall not be counted towards minimum hours-per-week of programming.

**Texas Education Agency**  
**Every Student Succeeds Act (ESSA) Provisions and Assurances**

**EXHIBIT D**

- A minimum of six weeks and four hours per day, four days per week during the summer term. Continuous weeks are not required. Applicants may offer four weeks of summer programming during the grant period that ends July 31, 2020, but if approved, the grantee must offer two weeks of summer programming in the subsequent continuation period between August 1, 2020, and the first student attendance day for the 2020 -2021 school year.
  - Hours dedicated to program activities for adult family members will not count toward student programming.
- The applicant assures that center-level activities will be a minimum of 45 consecutive minutes in length and planned for each hour that a center is operating. Activities will be intentionally designed to address student needs and student

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

- The applicant assures that academic, academic enrichment, accelerated learning, and tutoring activities will align with the regular school day program and state standards. Enrichment activities will enhance the academic-related activities of the regular day and/or be aligned with a documented student or campus need.
- The applicant assures that all activities will occur at an approved center or, on a limited and pre-approved basis, at an adjunct site or during an approved field trip. Activities at a non-approved location, such as a feeder school, are unallowable and will not be charged to the grant.
- The applicant will offer families of students served by the program opportunities for active and meaningful engagement in their children's education and opportunities for literacy and related educational development. Family activities will be designed to meet the identified needs of each center's families and students; the needs of working families will be specifically addressed. Activities will be ongoing and consistently available throughout each term. The number of family members served will be proportional to the targeted number of students.
- The applicant assures that all required staff positions will regularly participate in training and other opportunities offered by the Texas ACE program. In addition, the applicant will regularly provide program-specific in-person training to center-level staff and will document the content and attendance of training events.
- The applicant assures that all required staff positions will regularly participate in training and other opportunities offered by the Texas ACE program. In addition, the applicant will regularly provide program-specific in-person training to center-level staff and will document the content and attendance of training events.
- The applicant will cooperate with TEA and its contractors in conducting state-required activities, including but not limited to program implementation monitoring, statewide evaluation, compliance, technical assistance, and capacity building.
- The applicant assures that local grant programs will include the Texas ACE logo in all outreach and communication materials and the grantee will comply with Texas ACE branding guidelines.
- The applicant agrees to submit required data for state program evaluation, compliance monitoring, and federal reporting in the format and timeline provided by TEA. Grantee agrees to submit required logic models, sustainability plans, program evaluation reports, and any other required reports or products in accordance with the format provided by TEA.
- The applicant will adhere to the Texas 21st Century Student Tracking (Tx21st) system data reporting requirements. Grantee Profile, Funding, Contacts, Partner, Center Profiles, Center Contacts, Center Operations, Feeder Schools, Activities, and Schedule data will be entered in August and will be updated as changes in any of the data occur. Center Operations data will be updated at the beginning of each term. Data entered in the system must support the approved application and operating schedule.
  - Participant and enrollment data will be entered in August or September, depending on the center schedule.

**Texas Education Agency**  
**Every Student Succeeds Act (ESSA) Provisions and Assurances**

**EXHIBIT D**

- Attendance data will be entered daily or weekly.
  - Exception reports and data corrections will be completed and reviewed by the project director
  - The applicant will coordinate with the school district to collect and enter school day attendance and grades data into Tx21st.
- The applicant agrees to conduct annual local program evaluation at the center and grant levels that assesses the following objective measures: school day attendance, core course grades, mandatory discipline referrals, on-time advancement to the next grade level, high school graduation rates, and high school student career competencies. The results of the local evaluation will be used to refine, improve, and strengthen the local program and will be made available to the public upon request, with public notice of such availability provided.
- Applicant will comply with any program requirements written elsewhere in this Request for Application.
- The applicant will adhere to the agreed-upon plan in the original approved grant application and subsequent amendments as appropriate including, but not limited to, the following stated statutory requirements:
  - how students participating in the program will travel safely to and from the center and home;
  - disseminating information about the learning center, including its location, to the community in a manner this understandable and accessible;
  - strategies that implemented to improve student academic achievement, campus academic achievement and overall student success;
  - combining or coordinating with federal, state and local programs to make the most effective use of public resources;
  - how program activities will meet the objective set measures designed to increase high-quality academic enrichment opportunities;
  - partnerships between local education agencies, community-based organizations, and other public or private entities in carrying out the proposed program;
  - how the program is designed to address documented needs of the community;
  - the level of experience or promise of success in providing educational and related activities that will complement and enhance academic performance, achievement, and positive youth development of the students;
  - using volunteers in activities carried out through the learning center; and
  - how the community learning center will continue after funding ends.
- By submitting the application for continuation funding, the applicant agrees to comply with all of the requirements stated in the Year 1 Request for Application and subsequent continuation applications. The applicant also agrees to adhere to the peer-reviewed descriptions and plans for carrying out the program requirements in the original approved application, continuation applications, and any TEA-approved amendments to the applications.
- The applicant provides assurance that it will not generate program income as a result of the federal grant, including collecting fees of any kind. The applicant further acknowledges that program income that is collected prior to approval of TEA and the United States Department of Education will result in a reduction of the grant award by the amount of program income and that any program income generated must be used only for allowable program costs during the award period in which the income was generated.
- The applicant will comply with all requirements in the original grant application not superseded by subsequent amendments, continuation grant requirements, or written program policies and guidance.
- The applicant provides assurance that it will annually conduct a needs assessment and an updated program implementation plan based on the results of the annual needs assessment.
- Applicant provides assurance to adhere to all Performance Measures, as noted in the 2019-2020 Texas 21st Century Community Learning Centers, Cycle 9, Year 4, Program Guidelines, and

**Texas Education Agency**  
**Every Student Succeeds Act (ESSA) Provisions and Assurances**

**EXHIBIT D**

shall provide the Texas Education Agency, upon request, any performance data necessary to assess the success of the program.

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

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

**Texas Education Agency**  
**Every Student Succeeds Act (ESSA) Provisions and Assurances**

**EXHIBIT D**

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

- A. Each such program will be administered in accordance with all applicable statutes, regulations, program plans, and applications.
- B. The control of funds provided under each such program and title to property acquired with program funds will be in a public agency or in a nonprofit private agency, institution, organization, or Indian tribe, if the law authorizing the program provides for assistance to such entities.
- C. The public agency, nonprofit private agency, institution, organization, or Indian tribe will administer such funds and property to the extent required by the authorizing statutes.
- D. The applicant will adopt and use proper methods of administering each such program, including the enforcement of any obligations imposed by law on agencies, institutions, organizations, and other recipients responsible for carrying out each program and the correction of deficiencies in program operations that are identified through audits, monitoring, or evaluation.
- E. The applicant will cooperate in carrying out any evaluation of each such program conducted by or for the Texas Education Agency (TEA), the US Secretary of Education, or other federal officials.
- F. The applicant will use such fiscal control and fund accounting procedures as will ensure proper disbursement of, and accounting for, federal funds paid to such applicant under each such program.
- G. The applicant will submit such reports to TEA (which shall make the reports available to the governor) and the US Secretary of Education, as TEA and the US Secretary of Education may require to enable TEA and the US Secretary of Education to perform their duties under each such program.
- H. The applicant will maintain such records, provide such information, and afford access to the records as the Agency (after consultation with the governor) or the Secretary may find necessary to carry out the Agency's or the Secretary's duties.
- I. Before the application was submitted, the applicant afforded a reasonable opportunity for public comment on the application and has considered such comment.
- J. **Gun-Free Schools Act:** The local educational agency assures that it is in compliance with Section 37.007(e) of the Texas Education Code, which requires expulsion of a student who brings to school or possesses at school a firearm as defined by 18 United States Code (USC) Section 2891 (pursuant to the requirements in P.L. 114-95, Section 8561[b][1]). In addition, the local educational agency certifies that it has a policy requiring referral to the criminal justice or juvenile delinquency system of any student who brings a firearm or weapon to school (P.L. 114- 95, Section 8561[h][1]).
- K. **Student Records Transfer:** The local educational agency shall ensure that a student's records and, if applicable, a student's individualized education program as defined in Section 602(11) of the Individuals with Disabilities Education Act, are transferred to a charter school upon the transfer of the student to the charter school, and to another public school upon the transfer of the student from a charter school to another public school, in accordance with applicable state law (P.L. 114- 95, Section 4308).
- L. **Consolidation of Administrative Funds:** A local educational agency, with the approval of TEA, may consolidate and use for the administration of one or more programs under the Every Student Succeeds Act not more than the percentage, established in each program, of the total available for the local educational agency under those programs. A local educational agency that consolidates administrative funds shall not use any other funds under the programs included in the consolidation for administration for that fiscal year. Consolidated administrative funds shall be

**Texas Education Agency**  
**Every Student Succeeds Act (ESSA) Provisions and Assurances**

**EXHIBIT D**

used for the administration of the programs covered and may be used for coordination of these programs with other federal and non-federal programs and for dissemination of information regarding model programs and practices.

- M. **Privacy of Assessment Results:** Any results from an individual assessment referred to in the Every Student Succeeds Act of a student that become part of the education records of the student shall have the protections provided in Section 444 of the General Education Provisions Act (P.L. 114-95, Section 8523 and the Family Educational Rights and Privacy Act [FERPA] of 1975, as amended).
- N. **School Prayer:** The local educational agency certifies that it is in compliance with Section 25.901 of the Texas Education Code. In addition, as a condition of receiving funds under the Every Student Succeeds Act, the local educational agency certifies that no policy of the local educational agency prevents, or otherwise denies participation in, constitutionally

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

- O. **Equal Access to Public School Facilities—Boy Scouts of America Equal Access Act:** No public elementary school, public secondary school, or local educational agency that has a designated open forum or a limited public forum and that receives funds made available from the US Department of Education shall deny equal access or a fair opportunity to meet, or shall discriminate against, any group officially affiliated with the Boy Scouts of America, or any other youth group listed in Title 36 of the United States Code (as a patriotic society) that wishes to conduct a meeting within that designated open forum or limited public forum, including denying such access or opportunity or discriminating for reasons based on the membership or leadership criteria or oath of allegiance to God and country of the Boy Scouts of America or of the youth group listed in Title 36 of the United States Code (as a patriotic society). For the purposes of this section, an elementary school or secondary school has a limited public forum whenever the school involved grants an offering to, or opportunity for, one or more outside youth or community groups to meet on school premises or in school facilities before or after the hours during which attendance at the school is compulsory. Nothing in this section shall be construed to require any school, agency, or a school served by an agency to sponsor any group officially affiliated with the Boy Scouts of America, or any other youth group listed in Title 36 of the United States Code (as a patriotic society). Compliance with this provision will be enforced through rules and orders issued by the Office for Civil Rights. If the public school or agency does not comply with the rules or orders, no funds made available through the Department of Education shall be provided by a school that fails to comply with such rules or orders or to any agency or school served by an agency that fails to comply with such rules or orders (P.L. 114-95, Section 8525).
- P. **General Prohibitions:** None of the funds authorized under the Every Student Succeeds Act shall be used to develop or distribute materials, or operate programs or courses of instruction directed at youth, that are designed to promote or encourage sexual activity, whether homosexual or heterosexual; to distribute or to aid in the distribution by any organization of legally obscene materials to minors on school grounds; to provide sex education or HIV-prevention education in schools unless that instruction is age appropriate and includes the health benefits of abstinence; or to operate a program of contraceptive distribution in schools (P.L. 114-95, Section 8526).
- Q. **Armed Forces Recruiter Access to Students and Student Recruiting Information:** In accordance with guidance issued by the US Department of Education, each local educational agency receiving assistance under the Every Student Succeeds Act shall provide, on a

Texas Education Agency  
Every Student Succeeds Act (ESSA) Provisions and Assurances

EXHIBIT D

request made by military recruiters or an institution of higher education, access to secondary school student names, address, and telephone listings, upon prior written consent of a student or the parent of a student. A secondary school student or the parent of the student may request that the student's name, address, and telephone listing not be released without prior written parental consent, and the local educational agency or private nonprofit school shall notify parents of the option to make a request and shall comply with any request. Each local educational agency receiving assistance under the Every Student Succeeds Act shall provide military recruiters the same access to secondary school students as is provided generally to post-secondary educational institutions or to prospective employers of those students (P.L. 114-95, Section 8528).

- R. **Unsafe School Choice Option:** The local educational agency certifies that it shall establish and implement a policy requiring that a student attending a persistently dangerous public elementary school or secondary school, as determined by TEA, or who becomes a victim of a violent criminal offense, while in or on the grounds of a public elementary or secondary school that the student attends, be allowed to attend a safe public elementary or secondary school within the local educational agency, including a public charter school (P.L. 114-95, Section 8532).
- S. **Civil Rights:** Nothing in the Every Student Succeeds Act shall be construed to permit discrimination on the basis of race, color, religion, sex (except as otherwise permitted under Title IX of the Education Amendments of 1972), national origin, or disability in any program funded under the Every Student Succeeds Act (P.L. 114-95, Section 8534).
- T. **Assurances related to the education of homeless children and youth:**
1. The LEA assures that each child of a homeless individual and each homeless youth shall have equal access to the same free, appropriate public education, including a public preschool education, as provided to other children and youth.
  2. The LEA assures that homeless children and youth are afforded the same free, appropriate public education as provided to other children and youth.
  3. The LEA assures that it will review and undertake steps to revise any laws, regulations, practices, or policies that may act as a barrier to the enrollment, attendance, or success in school of homeless children and youth.
  4. The LEA assures that it will not separate students from the mainstream school environment on the basis of homelessness alone.
  5. The LEA assures that homeless children and youth have access to the education and other services that they need in order to meet the same challenging state student academic achievement standards to which all students are held.
- U. **Definitions:** The following terms shall be defined as follows for programs authorized and carried out under the Every Student Succeeds Act:
1. **Charter School:** An open-enrollment charter school receiving federal funds of any type must meet the federal definition of a charter school as provided in P.L. 114-95, Section 4310(2). The term *charter school* means a school that:
    - a. Is created by a developer as a public school, or is adapted by a developer from an existing public school, and is operated under public supervision and control
    - b. Operates in pursuit of a specific set of educational objectives determined by the school's developer and agreed to by the authorized public chartering agency (i.e., the State Board of Education [SBOE])
    - c. Provides a program of elementary or secondary education, or both
    - d. Is nonsectarian in its programs, admissions policies, employment practices, and all other operations, and is not affiliated with a sectarian school or religious

Texas Education Agency  
Every Student Succeeds Act (ESSA) Provisions and Assurances

EXHIBIT D

- instruction
- e. Does not charge tuition
  - f. Complies with the Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and Part B of the Individuals with Disabilities Education Act
  - g. Is a school to which parents choose to send their children, and that
    - i. admits students on the basis of a lottery, if more students apply for admission than can be accommodated
    - ii. in the case of a school that has an affiliated charter school (such as a school that is part of the same network of schools), automatically enrolls students who are enrolled in the immediate prior grade level of the affiliated charter school and, for any additional student openings or student openings created through regular attrition in student enrollment in the affiliated charter school and the enrolling school, admits students on the basis of a lottery as described in clause (i)
  - h. Agrees to comply with the same federal and state audit requirements as other elementary schools and secondary schools in the state, unless such requirements are specifically waived for the purpose of this program
  - i. Meets all applicable federal, state, and local health and safety requirements
  - j. Operates in accordance with state law
  - k. Has a written performance contract with the authorized public chartering agency in the state (i.e., SBOE) that includes a description of how student performance will be measured pursuant to state assessments that are required of other schools and pursuant to any other assessments mutually agreeable to the SBOE
2. *Community-Based Organization:* A public or private nonprofit organization of demonstrated effectiveness that is representative of a community or significant segment of a community and that provides educational or related services to individuals in the community
3. *Highly Qualified:* This only applies to paraprofessionals.
4. *Parental Involvement:* The participation of parents in regular, two-way and meaningful communication involving student academic learning and other school activities, including ensuring:
- a. That parents play an integral role in assisting their child's learning
  - b. That parents are encouraged to be actively involved in their child's education at school
  - c. That parents are full partners in their child's education and are included, as appropriate, in decision making and on advisory committees to assist in the education of their child
  - d. The carrying out of other activities, such as those described in Section 1116 of P.L. 114-95.
5. *Professional Development:* Includes activities that: (P.L. 114-95, Section 8101(42))
- A. Are an integral part of school and local educational agency strategies for providing educators (including teachers, principals, other school leaders, specialized instructional support personnel, paraprofessionals, and, as applicable, early childhood educators) with the knowledge and skills



**EXHIBIT D**

necessary to enable students to succeed in a well-rounded education and to meet the challenging State academic standards: and

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

**Texas Education Agency**  
**Every Student Succeeds Act (ESSA) Provisions and Assurances**

**EXHIBIT D**

- xv. Involve the forming of partnerships with institutions of higher education to establish school- based teacher training programs that provide prospective teachers and beginning teachers with an opportunity to work under the guidance of experienced teachers and college faculty;
  - xvi. Create programs to enable paraprofessionals (assisting teachers employed by an LEA  
  
receiving assistance under Title I, Part A) to obtain the education necessary for those paraprofessionals to become certified and licensed teachers;
  - xvii. Provide follow-up training to teachers who have participated in activities described previously in this definition that are designed to ensure that the knowledge and skill learned by the teachers are implemented in the classroom; and
  - xviii. Where practicable, provide jointly for school staff and other early childhood education program providers, to address the transition to elementary school, including issues related to school readiness.
6. *Technology:* Modern information, computer and communication technology products, services, or tools, including, the Internet and other communications networks, computer devices and other computer and communications hardware, software applications, data systems, and other electronic content (including multimedia content) and data storage.
7. *Well-Rounded Education:* Courses, activities and programming in subjects such as English, reading or language arts, writing, science, technology, engineering, mathematics, foreign languages, civics and government, economics, arts, history, geography, computer science, music, career and technical education, health, physical education, and any other subject, as determined by the State or local educational agency, with the purpose of providing all students access to an enriched curriculum and educational experience.
- V. **TEA State ESSA Plan:** The LEA agrees to adopt any performance goals or indicators, or programmatic indicators submitted in the Texas Consolidated State Application for Funds Under the Every Student Succeeds Act.
- W. **Transfer of School Disciplinary Records:** The LEA assures it has a procedure in place to transfer disciplinary records, with respect to a suspension or expulsion, to any private or public elementary school or secondary school for any student who is enrolled or seeks, intends, or is instructed to enroll, on a full- or part-time basis, in the school. This requirement shall not apply to any disciplinary records with respect to a suspension or expulsion that are transferred from a private, parochial or other nonpublic school, person, institution, or other entity, that provides education below the college level (P.L. 114-95, Section 8537).

Revised 05/2017

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

**Regular Board Meeting****6.C.2.****Meeting Date:** November 20, 2019**Title:** CASE for Kids TEA 21st Century Cycle 9 Year 4 Interlocals for 2019-2020**Submitted For:** Lisa Caruthers, Case for Kids**Submitted By:** Kimberlee Flowers**Recommended Action:** Approve**HCDE Goal(s):** 2. Deliver value responsibly**Additional Resource Personnel:** Dr. Lisa Caruthers, Dr. Jesus Amezcua, Bill Monroe, Kendra Jackson**Facilities/Technology Approval Needed?:**

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**Information****Posted Agenda Item:**

**Interlocal (expenditure) contract for FY 2020 CASE for Kids 21st Century Community Learning Center(s) Cycle 9, Year 4, in the aggregate amount of \$833,856 with the following entities:** Aldine Independent School District in the amount of \$138,976.00 (82 students served), Clear Creek Independent School District in the amount of \$138,976.00 (82 students served), Galena Park Independent School District in the amount of \$138,976.00 (82 students served), Pasadena Independent School District in the amount of \$138,976.00 (82 students served), Southwest Schools Charter School in the amount of \$138,976.00 (82 students served), and Spring Independent School District in the amount of \$138,976.00 (82 students served).

**Subject:**

CASE for Kids 21st Century Community Learning Center(s) Cycle 9, Year 4 grant for FY 2020 Interlocal with Aldine, Clear Creek ISD, Galena Park ISD, Pasadena ISD, Southwest Charter School and Spring ISD.

**Rationale:**

The purpose of this grant is to provide a Texas Education Agency 21st Century Community Learning Center(s) comprehensive afterschool program in the following school districts:

<b>District</b>	<b>School</b>	<b>Amount</b>	<b># Students Served</b>
Aldine ISD	Drew Academy	138,976	82
Clear Creek ISD	Clear Creek Intermediate	138,976	82
Galena Park ISD	North Shore 9 <sup>th</sup> Grade	138,976	82
Pasadena ISD	South Houston Intermediate	138,976	82
Southwest Charter Schools	Southwest Discovery	138,976	82
Spring ISD	Bammel Middle School	138,976	82

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**Fiscal Impact****Attachments**

Aldine ISD  
 Clear Creek ISD  
 Galena Park ISD  
 Pasadena ISD  
 Southwest Schools  
 Spring ISD

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

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Contract ("Contract") is entered into by and between Harris County Department of Education ("HCDE") and Aldine Independent School District ("ISD") for the purpose of providing 21<sup>st</sup> Century Community Learning Centers/Texas ACE Cycle 9 Year 4 ("afterschool program") at select site(s) within the ISD.

**I. PURPOSE**

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

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

services in core academic areas, e.g. reading and literacy, mathematics, and science.

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

## **II. TERM**

This Contract shall be for the period beginning August 1, 2019 and ending July 31, 2020. Subject to the receipt of sufficient funds from the Texas Education Agency for 21<sup>st</sup> Century Community Learning Centers by HCDE and HCDE's written approval, this Contract may be renewed for additional year(s).

## **III. PROGRAM DESCRIPTION AND REQUIREMENTS**

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

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

1. Assist in the preparation of contracts, financial reports, requisitions, and inventory;

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

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

26. Provide a minimum of 5% of leveraging funds, including in-kind, to further support the Texas ACE Cycle 9 program.

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



for employees, receipts and invoices for supplies, and copies of contracts for contracted services purchased.

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

since the beginning of the year. The ISD will also report all sources of funding for the program(s) and the total cost of the program(s) to HCDE.

- N. The ISD agrees to obtain and assess criminal history record information for each employee or volunteer used in the Center(s) and to use only those persons fit to work with students.
- O. ISD agrees that it will comply with the assurances, certifications, and disclosures provided by Texas Education Agency, including the "General Provisions & Assurances," "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions," "Lobbying Certification", "Disclosures of Lobbying Activities", "Every Student Succeeds Act (ESSA) Provisions and Assurances" and "Program-Specific Provisions & Assurances", which are attached hereto as Exhibit D and incorporated by reference into this Contract.
- P. The ISD further agrees that it will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protections Agency regulations (40 CFR part 15), and mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- Q. The ISD agrees that the certifications and agreements included in the HCDE Vendor Certification Forms, attached hereto as Exhibit A and incorporated by reference in the agreement for all purposes, is true and correct.
- R. The ISD agrees to provide the after-school program to at least the number of students and parents indicated on Exhibit C attached to the Contract. The ISD further agrees that if any time after November 18, 2019, the HCDE CASE for Kids Director determines that there is less than 60% of the agreed upon students and/or parents in the afterschool program (the numbers on Exhibit C), HCDE may take up to one-third of the budget (Exhibit B of the Contract) that it would have otherwise paid to the ISD and use those funds, in HCDE's discretion, to try to increase student and/or parent participation. The ISD agrees and understands that this will result in a receipt by the ISD of up to one-third less funds than the ISD would have received under the Contract as specified in Exhibit B. Upon January 1, 2020, If less than 50% of the budget is not allocated for program expenditures, HCDE reserves the right to reduce the operating budget for the spring term and in subsequent grant years, if applicable,

#### **IV. COMPENSATION AND FUNDING**

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

- \$138,976.00 for providing the Center in accordance with Section III at Drew Academy

The ISD must submit an itemized monthly statement detailing expenses with supporting documentation for the Center(s) in order to receive payment of these expenses. HCDE will

pay the ISD within 60 days of receiving sufficient funds as described below. Only invoices for allowable expenses, per grant fiscal guidelines, incurred during the term of this Contract will be paid by HCDE. The ISD waives any statutory right to interest the ISD may have under Chapter 2251 of the Texas Government Code. The ISD may be eligible for a prorated amount, in HCDE's sole discretion, if the ISD is unable to maintain its Center(s) in accordance with the site description. Included in these requirements are: the number of Centers in the ISD where the Center programs are provided; and the number of students and adults served in the ISD by the Center programs; fulfillment of the total number of days of providing service. It is expected that the Center will expend a minimum of 90% of total grant award. The ISD agrees that if any time after January 31, 2020, the HCDE CASE for Kids Director determines that the ISD does not have realistic action plan to expend at least 90% of the grant award amount, HCDE may take up to one-third of the budget (Exhibit B) that would have otherwise paid to the ISD and use those funds, in HCDE's discretion, to allocate allowable expenses to support the afterschool program, in accordance to the grant fiscal guidelines and procedures. HCDE will notify the ISD at least two weeks prior to re-allocation of funds from the ISD in support of the afterschool program.

The ISD acknowledges that federal funds will be used to pay for all or a portion of funds due under this Contract and that this Contract is only effective upon receipt of the Notice of Grant Award ("NOGA") by HCDE from the awarding agency. As such, if HCDE does not receive sufficient funding for the obligations provided in this Contract, HCDE may terminate this Contract without penalty or further obligation to the ISD, at any time upon written notice to the ISD. The expenses incurred in accordance with this Contract shall be wholly funded by the Texas ACE Program.

## **VI. PIGGYBACKING ON HCDE-PROCURED CONTRACTS**

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

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

## **V. RELATIONSHIP**

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

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

## **VI. TERMINATION**

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

## **VII. AUTHORIZATION**

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

## **VIII. NOTICE**

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

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

Attention: Dr. LaTonya Goffney  
Aldine Independent School District  
2520 W. W. Thorne Blvd  
Houston, Texas 77073

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

#### **IX. GOVERNING LAW**

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

#### **X. VENUE**

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

#### **XI. ENTIRE AGREEMENT**

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

#### **XII. AMENDMENT**

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

#### **XIII. ASSIGNMENT**

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

#### **XIV. SEVERABILITY**

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

#### **XV. BENEFIT FOR SIGNATORY PARTIES ONLY**

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

#### **XVI. IMMUNITIES**


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

Executed this \_\_\_\_\_ day of \_\_\_\_\_ the Year 2019.

By:

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

By:

  
\_\_\_\_\_  
Dr. LaTonya Goffney  
Superintendent  
Aldine Independent School District

## EXHIBIT B

Aldine ISD/Drew Academy	
CASE for Kids 21st Century/Texas ACE Cycle 9, Year 4 Budget	

### Personnel -- 6100

Site Director	\$ 45,000
Extra Duty for SC	\$ 2,100
School Year Certified Teachers	\$ 17,000
Summer Certified Teachers	\$ 4,800
School Year Para-professionals	\$ 18,000
Summer Para-professionals	\$ -
Security	\$ 5,000
Nurse	\$ -
<b>Payroll</b>	<b>\$ 91,900</b>
Fringe Benefits	\$ 17,125
<b>Total Payroll Costs 6100</b>	<b>\$ 109,025</b>

### Professional & Contractual Services -- 6200

Topic: Other	\$ 8,300
Professional Development	\$ 80
<b>Total Professional &amp; Contractual Services 6200</b>	<b>\$ 8,380</b>

### Materials & Supplies -- 6300

Site Coordinator Office Supplies	\$ 3,095
Family Engagement Supplies	\$ 1,000
Program Consumable Supplies	\$ 4,976
<b>Total Materials &amp; Supplies 6300</b>	<b>\$ 9,071</b>

### Other Operating Costs -- 6400

Student Transportation for School Year Program	\$ 1,000
Student Transportation for Summer Program	\$ 1,500
Field Trip Transportation	\$ 1,500
Field Trip Admission Cost	\$ 1,500
Snacks for Family Engagement	\$ 1,000
Site Coordinator Mileage (\$.54 per mile)	\$ 1,000
In-state Conference	\$ 2,000
Out of State Conference	\$ 3,000
<b>Total Other Operating Costs 6400</b>	<b>\$ 12,500</b>
<b>Total:</b>	<b>\$ 138,976</b>

## EXHIBIT C

### CENTER INFORMATION

Ctr #	9 Digit campus ID #	Name of Center/Host Site	Physical Address	City	Zip	Phone Number	# of Feeder Schools	Grade Levels Served (PK to 12)	# Students Served	# Adults Served
C1	101902042	Drew Academy	1910 West Little York Road	Houston	77091	281-878-1530	1	7-8	82	40

#### Part 3: Center Operations Chart (one per Center)

Center 1 Name: Drew Academy												
Program Operations					Fall Term		Spring Term		Summer Term		Total	
Start Date (MM/DD/YY):					09/03/19		01/07/2020		6/08/2020			
End Date (MM/DD/YY):					12/02/19		5/21/2020		7/16/2020			
Total number of weeks: (must meet or exceed original Year 1 weeks)					15		19		6		43	
Program Schedule/Hours												
Day of the Week	Fall Term				Spring Term				Summer Term			
	AM Start	AM End	PM Start	PM End	AM Start	AM End	PM Start	PM End	AM Start	AM End	PM Start	PM End
Sunday												
Monday			2:30	5:30			2:30	5:30	10:00			2:00
Tuesday			2:30	5:30			2:30	5:30	10:00			2:00
Wednesday			2:30	5:30			2:30	5:30	10:00			2:00
Thursday			2:30	5:30			2:30	5:30	10:00			2:00
Friday												
Saturday												
Total Hours Per Week: (must meet or exceed Year 1 weeks)	12				12				16			
Number of Saturdays Per Month:												



**Texas Education Agency  
General Provisions and Assurances  
EXHIBIT D**

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

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

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

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

Texas Education Agency  
General Provisions and Assurances  
EXHIBIT D

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

- **Capital Expenditures:** Expenditures to acquire Capital Assets or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to Capital Assets that materially increase their value or useful life. (2 CFR §200.13)
  - **Protected Personally Identifiable Information (PII):** An individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII that is required by law to be disclosed (2 CFR §200.82)
- B. **Contingency:** The agreement represented by this Subaward is executed by the Agency subject to the availability of funds appropriated by legislative act for the purposes stated. All Amendments and/or extensions or subsequent Subaward agreements entered into for the same or continued purposes are executed contingent upon the availability of appropriated funds. Notwithstanding any other provision in this Subaward agreement or any other document, this Subaward agreement is void upon appropriated funds becoming unavailable. In addition, this Subaward agreement may be terminated by the Agency at any time for any reason upon notice to the Subrecipient. Expenditures and/or activities for which the Subrecipient may claim reimbursement shall not be accrued or claimed subsequent to receipt of such notice from the Agency. This Subaward agreement may be extended or otherwise amended only by formal written Amendment properly executed by both the Agency and the Subrecipient. No other agreement, written or oral, purporting to alter or amend this Subaward shall be valid.
- C. **Subrecipient's Application:** Furnished to the Agency in response to a request for Application, is incorporated in this Subaward by reference for all necessary purposes. It is specifically provided; however, that the provisions of this Subaward shall prevail in all cases of conflict arising from the terms of the Subrecipient's Application whether such Application is a written part of this Subaward or is attached as a separate document.
- D. **Requirements, Terms, Conditions, and Assurances:** Stated in the Request for Application, in response to which the Applicant is submitting this Application, and are incorporated herein by reference for all purposes. The instructions to the Standard Application System, as well as the General and Fiscal Guidelines and Program Guidelines, are incorporated herein by reference.
- E. **Signature Authority; Final Expression; Superseding Document:** The Applicant certifies that the person signing or certifying and submitting this Application has been properly delegated this authority. The Subaward represents the final and complete expression of the terms of agreement between the parties. The Subaward supersedes any previous understandings or negotiations between the parties. Any representations, oral statements, promises, or warranties that differ from the Subaward shall have no force or effect. The Subaward may be modified, amended, or extended only by formal written Amendment properly executed by both TEA and the Subrecipient.
- F. **State of Texas Laws:** In the conduct of the Subaward Project, the Subrecipient shall be subject to Texas State Board of Education and Commissioner rules pertaining to this Subaward and the Subaward Project and to the laws of the State of Texas governing this Subaward and the Subaward Project. This Subaward constitutes the entire agreement between the Agency and the Subrecipient for the accomplishment of the Subaward Project. This Subaward shall be interpreted according to the laws of the State of Texas except as may be otherwise provided for in this Subaward.
- G. **Monitoring:** Desk reviews, on-site monitoring reviews, arranging for agreed-upon-procedures engagements, and training and technical assistance on program-related matters may be conducted by the Agency to determine compliance with the approved Application and the applicable statute(s), law(s), regulations, and guidelines. TEA conducts federal fiscal Grant Subrecipient monitoring and compliance reviews, and implements related remedies for noncompliance, in accordance with its established policies and procedures. These policies and procedures incorporate best practices and standards that may be similar to common auditing standards, but the Agency does not apply a specific set of external standards, such as the US Government Accountability Office's Generally Accepted Government Auditing Standards (Yellow Book), nor is it required to do so.
- H. **Specific Conditions:** If TEA identifies, in its sole determination, a grantee as posing a level of risk identified by the agency's risk criteria, the grantee has a history of failure to comply with the terms and conditions of the

**Texas Education Agency**  
**General Provisions and Assurances**  
**EXHIBIT D**

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

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

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

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

**Texas Education Agency**  
**General Provisions and Assurances**  
**EXHIBIT D**

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

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

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

**Texas Education Agency**  
**General Provisions and Assurances**  
**EXHIBIT D**

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

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

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

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

- v. **Unfair Business Practices:** By signing this Subaward, the Subrecipient, if other than a state Agency, certifies that the Subrecipient, within the preceding 12 months, has not been found guilty, in a judicial or state Agency administrative proceeding, of unfair business practices. The Subrecipient, if other than a state Agency, also certifies that no officer of its company has, within the preceding 12 months, served as an officer in another company which has been found, in a judicial or state Agency administrative proceeding, to be guilty of unfair business practices.
- The Subrecipient, whether a state Agency or not a state Agency, certifies that no funds provided under this Subaward shall be used to purchase supplies, equipment, or services from any companies found to be guilty of unfair business practices within 12 months from the determination of guilt.
- w. **Subcontracting:** The Subrecipient shall not assign or subcontract any of its rights or responsibilities under this Subaward, except as may be otherwise provided for in this Application, without prior formal written approval Granted as an Amendment to this Subaward properly executed by both the Agency and the Subrecipient.
- x. **Use of Consultants:** Notwithstanding any other provision of this Application, Applicant shall not use or pay any consultant in the conduct of this Application if the services to be rendered by any such consultant can be provided by Applicant's employees.
- y. **Disposition of Equipment and Supplies:** If Capital Expenditures are used to purchase Capital Assets, the Subrecipient must request disposition instructions from the Agency before disposing of the equipment and/or supplies. Disposition will be made in accordance with 2 CFR §§200.313 and 200.314 as applicable.
- z. **Agency Property (Terms):** In the event of loss, damage, or destruction of any property owned by or loaned by the Agency while in the custody or control of the Subrecipient, its employees, agents, consultants, or subcontractors, the Subrecipient shall indemnify the Agency and pay to the Agency the full value of or the full cost of repair or replacement of such property, whichever is the greater, within 30 days of the Subrecipient's receipt of written notice of the Agency's determination of the amount due. This provision applies whether the property is developed or purchased by the Subrecipient pursuant to this Subaward or is provided by the Agency to the

**Texas Education Agency**  
**General Provisions and Assurances**  
**EXHIBIT D**

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

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

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

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

**Texas Education Agency**  
**General Provisions and Assurances**  
**EXHIBIT D**

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

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

**FF. Federal Regulations Applicable to All Federal Programs:**

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

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

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

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

Texas Education Agency  
General Provisions and Assurances  
EXHIBIT D

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

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

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

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

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



Texas Education Agency  
General Provisions and Assurances  
**EXHIBIT D**

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

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

Revised 02/2019

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

**Texas Education Agency**  
**General Provisions and Assurances**  
**EXHIBIT D**

### **Statutory & Program Assurances**

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

- The applicant provides assurance that program funds will supplement (increase the level of service), and not supplant (replace) state mandates, State Board of Education rules, and activities previously conducted with state or local funds. The applicant provides assurance that state or local funds may not be decreased or diverted for other purposes merely because of the availability of these funds. The applicant provides assurance that program services and activities to be funded from this grant will be supplementary to existing services and activities and will not be used for any services or activities required by state law, State Board of Education rules, or local policy.
- The applicant provides assurance that the application does not contain any information that would be protected by the Family Educational Rights and Privacy Act (FERPA) from general release to the public.
- The applicant provides assurance they accept and will comply with No Child Left Behind Act Provisions and Assurances requirements.
- The applicant provides assurance they accept and will comply with Every Student Succeeds Act Provisions and Assurances requirements.
- The applicant provides assurance that proof of nonprofit status will be submitted with the grant application, if applicable.
- The applicant provides assurance that the program will take place in a safe facility that is properly equipped and accessible to participants and family members.
- The applicant provides assurance that the proposed program was developed, and will be carried out in active collaboration with the schools that participating students attend, including through the sharing of relevant data among schools, all participants of the eligible entity, and any partnership entities in compliance with applicable laws relating to privacy and confidentiality and in alignment with the challenging state academic standards and any local academic standards.
- The applicant provides assurance that the program will target students who primarily attend schools eligible for schoolwide programs under ESEA as amended by ESSA, Section 1114, and the families of such students.
- The applicant will adhere to the level of services in the approved application and in the agreed-upon center operation schedules and will provide those services to eligible students through this and all continuation and renewal grant periods, as applicable. Applicant acknowledges that proposed amendments that reduce the level of services to below the Year 1 awarded application will be approved only in extreme or unusual circumstances and that failure to adhere to service levels and student targets will result in reduced funding during the subsequent continuation grant period. Grant funds remaining unexpended at the end of the expenditure reporting period for the grant award will not be made available by TEA to supplement continuation grant awards.
- The applicant provides assurance that services for students and families will begin no earlier than August 1, 2019, and no later than September 3, 2019.
- The applicant assures that services will be provided at no cost to participants. Applicants are prohibited from collecting fees, including late pickup fees or any other fee.
- The applicant assures that activities will be supervised at all times by qualified staff at adult to student ratios that meet or exceed TEC Chapter 25, Subchapter D requirements or other state required ratios as applicable.
- The applicant will adhere to a TEA-approved schedule that meets or exceeds program service requirements at each center and that provides a consistent and dependable schedule of weekly activities for all students enrolled.
  - A minimum of 35 weeks per year across all terms, including summer. TEA will count only the weeks in which a center offered the minimum number of hours-per-week toward the 35-week total. Make-up hours will be credited. The week runs from Sunday through Saturday.
  - A minimum of four days per week for the fall and spring terms
  - A minimum of 12 hours per week (applicants should not propose to offer more than 20 hours of programming per week). Note: Transportation time that exceeds 30 minutes per-day shall not be counted towards minimum hours-per-week of programming.
  - A minimum of six weeks and four hours per day, four days per week during the summer term. Continuous weeks are not required. Applicants may offer four weeks of summer programming during the grant period that ends July 31, 2020, but if approved, the grantee must offer two weeks of summer programming in the subsequent continuation period between August 1, 2020, and the first student attendance day for the 2020 - 2021 school year.
  - Hours dedicated to program activities for adult family members will not count toward student programming.
- The applicant assures that center-level activities will be a minimum of 45 consecutive minutes in length and planned for each hour that a center is operating. Activities will be intentionally designed to address student needs and student

**Texas Education Agency**  
**General Provisions and Assurances**  
**EXHIBIT D**

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

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

**Texas Education Agency**  
**General Provisions and Assurances**  
**EXHIBIT D**

- how the program is designed to address documented needs of the community;
  - the level of experience or promise of success in providing educational and related activities that will complement and enhance academic performance, achievement, and positive youth development of the students;
  - using volunteers in activities carried out through the learning center; and
  - how the community learning center will continue after funding ends.
- By submitting the application for continuation funding, the applicant agrees to comply with all of the requirements stated in the Year 1 Request for Application and subsequent continuation applications. The applicant also agrees to adhere to the peer-reviewed descriptions and plans for carrying out the program requirements in the original approved application, continuation applications, and any TEA-approved amendments to the applications.
  - The applicant provides assurance that it will not generate program income as a result of the federal grant, including collecting fees of any kind. The applicant further acknowledges that program income that is collected prior to approval of TEA and the United States Department of Education will result in a reduction of the grant award by the amount of program income and that any program income generated must be used only for allowable program costs during the award period in which the income was generated.
  - The applicant will comply with all requirements in the original grant application not superseded by subsequent amendments, continuation grant requirements, or written program policies and guidance.
  - The applicant provides assurance that it will annually conduct a needs assessment and an updated program implementation plan based on the results of the annual needs assessment.
  - Applicant provides assurance to adhere to all Performance Measures, as noted in the 2019-2020 Texas 21st Century Community Learning Centers, Cycle 9, Year 4, Program Guidelines, and shall provide the Texas Education Agency, upon request, any performance data necessary to assess the success of the program.

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

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

**Texas Education Agency**  
**General Provisions and Assurances**  
**EXHIBIT D**

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

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

**Texas Education Agency**  
**General Provisions and Assurances**  
**EXHIBIT D**

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

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

Texas Education Agency  
General Provisions and Assurances  
EXHIBIT D

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

Texas Education Agency  
General Provisions and Assurances  
**EXHIBIT D**

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

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

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



**Texas Education Agency  
General Provisions and Assurances  
EXHIBIT D**

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

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

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

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

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

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

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

Revised 05/2017

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

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

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Contract ("Contract") is entered into by and between Harris County Department of Education ("HCDE") and Clear Creek Independent School District ("ISD") for the purpose of providing 21<sup>st</sup> Century Community Learning Centers/Texas ACE Cycle 9 Year 4 ("afterschool program") at select site(s) within the ISD.

**I. PURPOSE**

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

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

services in core academic areas, e.g. reading and literacy, mathematics, and science.

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

## **II. TERM**

This Contract shall be for the period beginning August 1, 2019 and ending July 31, 2020. Subject to the receipt of sufficient funds from the Texas Education Agency for 21<sup>st</sup> Century Community Learning Centers by HCDE and HCDE's written approval, this Contract may be renewed for additional year(s).

## **III. PROGRAM DESCRIPTION AND REQUIREMENTS**

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

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

1. Assist in the preparation of contracts, financial reports, requisitions, and inventory;

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

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

26. Provide a minimum of 5% of leveraging funds, including in-kind, to further support the Texas ACE Cycle 9 program.

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

for employees, receipts and invoices for supplies, and copies of contracts for contracted services purchased.

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

since the beginning of the year. The ISD will also report all sources of funding for the program(s) and the total cost of the program(s) to HCDE.

- N. The ISD agrees to obtain and assess criminal history record information for each employee or volunteer used in the Center(s) and to use only those persons fit to work with students.
- O. ISD agrees that it will comply with the assurances, certifications, and disclosures provided by Texas Education Agency, including the "General Provisions & Assurances," "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions," "Lobbying Certification", "Disclosures of Lobbying Activities", "Every Student Succeeds Act (ESSA) Provisions and Assurances" and "Program-Specific Provisions & Assurances", which are attached hereto as Exhibit D and incorporated by reference into this Contract.
- P. The ISD further agrees that it will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protections Agency regulations (40 CFR part 15), and mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- Q. The ISD agrees that the certifications and agreements included in the HCDE Vendor Certification Forms, attached hereto as Exhibit A and incorporated by reference in the agreement for all purposes, is true and correct.
- R. The ISD agrees to provide the after-school program to at least the number of students and parents indicated on Exhibit C attached to the Contract. The ISD further agrees that if any time after November 18, 2019, the HCDE CASE for Kids Director determines that there is less than 60% of the agreed upon students and/or parents in the afterschool program (the numbers on Exhibit C), HCDE may take up to one-third of the budget (Exhibit B of the Contract) that it would have otherwise paid to the ISD and use those funds, in HCDE's discretion, to try to increase student and/or parent participation. The ISD agrees and understands that this will result in a receipt by the ISD of up to one-third less funds than the ISD would have received under the Contract as specified in Exhibit B. Upon January 1, 2020, If less than 50% of the budget is not allocated for program expenditures, HCDE reserves the right to reduce the operating budget for the spring term and in subsequent grant years, if applicable,

#### **IV. COMPENSATION AND FUNDING**

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

- \$138,976.00 for providing the Center in accordance with Section III at Clear Creek Intermediate



The ISD must submit an itemized monthly statement detailing expenses with supporting documentation for the Center(s) in order to receive payment of these expenses. HCDE will pay the ISD within 60 days of receiving sufficient funds as described below. Only invoices for allowable expenses, per grant fiscal guidelines, incurred during the term of this Contract will be paid by HCDE. The ISD waives any statutory right to interest the ISD may have under Chapter 2251 of the Texas Government Code. The ISD may be eligible for a prorated amount, in HCDE's sole discretion, if the ISD is unable to maintain its Center(s) in accordance with the site description. Included in these requirements are: the number of Centers in the ISD where the Center programs are provided; and the number of students and adults served in the ISD by the Center programs; fulfillment of the total number of days of providing service. It is expected that the Center will expend a minimum of 90% of total grant award. The ISD agrees that if any time after January 31, 2020, the HCDE CASE for Kids Director determines that the ISD does not have realistic action plan to expend at least 90% of the grant award amount, HCDE may take up to one-third of the budget (Exhibit B) that would have otherwise paid to the ISD and use those funds, in HCDE's discretion, to allocate allowable expenses to support the afterschool program, in accordance to the grant fiscal guidelines and procedures. HCDE will notify the ISD at least two weeks prior to re-allocation of funds from the ISD in support of the afterschool program.

The ISD acknowledges that federal funds will be used to pay for all or a portion of funds due under this Contract and that this Contract is only effective upon receipt of the Notice of Grant Award ("NOGA") by HCDE from the awarding agency. As such, if HCDE does not receive sufficient funding for the obligations provided in this Contract, HCDE may terminate this Contract without penalty or further obligation to the ISD, at any time upon written notice to the ISD. The expenses incurred in accordance with this Contract shall be wholly funded by the Texas ACE Program.

## **VI. PIGGYBACKING ON HCDE-PROCURED CONTRACTS**

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

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

this Agreement or the District's piggybacking off of one of HCDE's contracts with Direct Service Providers.

#### **V. RELATIONSHIP**

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

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

#### **VI. TERMINATION**

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

#### **VII. AUTHORIZATION**

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

#### **VIII. NOTICE**

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

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

Attention: Dr. Greg Smith  
Clear Creek Independent School District  
2425 E. Main St.  
League City, Texas 77573

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

#### **IX. GOVERNING LAW**

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

#### **X. VENUE**

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

#### **XI. ENTIRE AGREEMENT**

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

#### **XII. AMENDMENT**

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

#### **XIII. ASSIGNMENT**

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

#### **XIV. SEVERABILITY**

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

#### **XV. BENEFIT FOR SIGNATORY PARTIES ONLY**

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

#### **XVI. IMMUNITIES**


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

Executed this \_\_\_\_\_ day of \_\_\_\_\_ the Year 2019.

By:

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

By:

  
\_\_\_\_\_  
Dr. Greg Smith  
Superintendent  
Clear Creek Independent School District

## EXHIBIT B

Clear Creek ISD/Clear Creek Intermediate	
CASE for Kids 21st Century/Texas ACE Cycle 9, Year 4 Budget	

### Personnel -- 6100

Site Director	\$ 54,000
School Year Certified Teachers	\$ 25,500
Summer Certified Teachers	\$ 3,328
School Year Para-professionals	\$ 13,600
Summer Para-professionals	\$ 4,800
<b>Payroll</b>	<b>\$ 101,228</b>
Fringe Benefits	\$ 9,617
<b>Total Payroll Costs 6100</b>	<b>\$ 110,845</b>

### Professional & Contractual Services -- 6200

Topic: Professional Development	\$ 3,200
Topic: Other	\$ 500
Topic: Enrichment	\$ 16,000
<b>Total Professional &amp; Contractual Services 6200</b>	<b>\$ 19,700</b>

### Materials & Supplies -- 6300

Site Coordinator Office Supplies	\$ 1,020
Family Engagement Supplies	\$ 400
Program Consumable Supplies	\$ 400
Program Technology	\$ 200
<b>Total Materials &amp; Supplies 6300</b>	<b>\$ 2,020</b>

### Other Operating Costs -- 6400

School Year Transportation	\$ 500
Summer Program Transportation	\$ 500
Fieldtrip Transportation	\$ 2,000
Fieldtrip Admission Cost	\$ 500
Snacks for Family Engagement	\$ 361
Site Coordinator Mileage (\$.54 per mile)	\$ 1,350
In-state Conference (OSTICON)	\$ 1,200
<b>Total Other Operating Costs 6400</b>	<b>\$ 6,411</b>

<b>Total:</b>	<b>\$ 138,976</b>
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# EXHIBIT C

## CENTER INFORMATION

Ctr #	9 Digit campus ID #	Name of Center/Host Site	Physical Address	City	Zip	Phone Number	# of Feeder Schools	Grade Levels Served (PK to 12)	# Students Served	# Adults Served
C4	084910051	Clear Creek Intermediate	2451 E. Main Street	League City	77573	281-284-2300	1	6-8	82	40

### Part 3: Center Operations Chart (one per Center)

#### Center 4 Name: Clear Creek Intermediate

Program Operations					Fall Term	Spring Term		Summer Term		Total		
Start Date (MM/DD/YY):					09/03/2019	12/09/2019		06/02/2020				
End Date (MM/DD/YY):					12/6/2019	05/22/2020		06/26/2020				
Total number of weeks (offering minimum # of weekly program hours)					15	20		4		39		
Program Schedule/Hours												
Day of the Week	Fall Term				Spring Term				Summer Term			
	AM Start	AM End	PM Start	PM End	AM Start	AM End	PM Start	PM End	AM Start	AM End	PM Start	PM End
Sunday												
Monday	7:45	8:45	4:00	6:00	7:45	8:45	4:00	6:00	9:00			1:00
Tuesday	7:45	8:45	4:00	6:00	7:45	8:45	4:00	6:00	9:00			1:00
Wednesday	7:45	8:45	4:00	6:00	7:45	8:45	4:00	6:00	9:00			1:00
Thursday	7:45	8:45	4:00	6:00	7:45	8:45	4:00	6:00	9:00			1:00
Friday												
Saturday												
Total Hours Per Week	12				12				16			
Number of Saturdays Per Month:												

\*Clear Creek Intermediate will offer a transition program in August of Year 5 tentatively starting August 3 – August 14, 2020 pending final district calendar (tentative); funds used will be budgeted from subsequent continuation grant periods.

Texas Education Agency  
General Provisions and Assurances  
EXHIBIT D

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

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

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

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

Texas Education Agency  
General Provisions and Assurances

EXHIBIT D

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

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

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



Texas Education Agency  
General Provisions and Assurances  
EXHIBIT D

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

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

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

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

Texas Education Agency  
General Provisions and Assurances  
EXHIBIT D

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

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

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

Texas Education Agency  
General Provisions and Assurances  
**EXHIBIT D**

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

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

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

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

- v. **Unfair Business Practices:** By signing this Subaward, the Subrecipient, if other than a state Agency, certifies that the Subrecipient, within the preceding 12 months, has not been found guilty, in a judicial or state Agency administrative proceeding, of unfair business practices. The Subrecipient, if other than a state Agency, also certifies that no officer of its company has, within the preceding 12 months, served as an officer in another company which has been found, in a judicial or state Agency administrative proceeding, to be guilty of unfair business practices.
- The Subrecipient, whether a state Agency or not a state Agency, certifies that no funds provided under this Subaward shall be used to purchase supplies, equipment, or services from any companies found to be guilty of unfair business practices within 12 months from the determination of guilt.
- w. **Subcontracting:** The Subrecipient shall not assign or subcontract any of its rights or responsibilities under this Subaward, except as may be otherwise provided for in this Application, without prior formal written approval Granted as an Amendment to this Subaward properly executed by both the Agency and the Subrecipient.
- x. **Use of Consultants:** Notwithstanding any other provision of this Application, Applicant shall not use or pay any consultant in the conduct of this Application if the services to be rendered by any such consultant can be provided by Applicant's employees.
- y. **Disposition of Equipment and Supplies:** If Capital Expenditures are used to purchase Capital Assets, the Subrecipient must request disposition instructions from the Agency before disposing of the equipment and/or supplies. Disposition will be made in accordance with 2 CFR §§200.313 and 200.314 as applicable.
- z. **Agency Property (Terms):** In the event of loss, damage, or destruction of any property owned by or loaned by the Agency while in the custody or control of the Subrecipient, its employees, agents, consultants, or subcontractors, the Subrecipient shall indemnify the Agency and pay to the Agency the full value of or the full cost of repair or replacement of such property, whichever is the greater, within 30 days of the Subrecipient's receipt of written notice of the Agency's determination of the amount due. This provision applies whether the property is developed or purchased by the Subrecipient pursuant to this Subaward or is provided by the Agency to the

**Texas Education Agency**  
**General Provisions and Assurances**  
**EXHIBIT D**

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

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

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

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

Texas Education Agency  
General Provisions and Assurances  
**EXHIBIT D**

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

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

**FF. Federal Regulations Applicable to All Federal Programs:**

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

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

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

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

Texas Education Agency  
General Provisions and Assurances  
**EXHIBIT D**

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

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

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

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

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

**Texas Education Agency  
General Provisions and Assurances  
EXHIBIT D**

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

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

Revised 02/2019

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

**Texas Education Agency  
General Provisions and Assurances  
EXHIBIT D**

**Statutory & Program Assurances**

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

- The applicant provides assurance that program funds will supplement (increase the level of service), and not supplant (replace) state mandates, State Board of Education rules, and activities previously conducted with state or local funds. The applicant provides assurance that state or local funds may not be decreased or diverted for other purposes merely because of the availability of these funds. The applicant provides assurance that program services and activities to be funded from this grant will be supplementary to existing services and activities and will not be used for any services or activities required by state law, State Board of Education rules, or local policy.
- The applicant provides assurance that the application does not contain any information that would be protected by the Family Educational Rights and Privacy Act (FERPA) from general release to the public.
- The applicant provides assurance they accept and will comply with No Child Left Behind Act Provisions and Assurances requirements.
- The applicant provides assurance they accept and will comply with Every Student Succeeds Act Provisions and Assurances requirements.
- The applicant provides assurance that proof of nonprofit status will be submitted with the grant application, if applicable.
- The applicant provides assurance that the program will take place in a safe facility that is properly equipped and accessible to participants and family members.
- The applicant provides assurance that the proposed program was developed, and will be carried out in active collaboration with the schools that participating students attend, including through the sharing of relevant data among schools, all participants of the eligible entity, and any partnership entities in compliance with applicable laws relating to privacy and confidentiality and in alignment with the challenging state academic standards and any local academic standards.
- The applicant provides assurance that the program will target students who primarily attend schools eligible for schoolwide programs under ESEA as amended by ESSA, Section 1114, and the families of such students.
- The applicant will adhere to the level of services in the approved application and in the agreed-upon center operation schedules and will provide those services to eligible students through this and all continuation and renewal grant periods, as applicable. Applicant acknowledges that proposed amendments that reduce the level of services to below the Year 1 awarded application will be approved only in extreme or unusual circumstances and that failure to adhere to service levels and student targets will result in reduced funding during the subsequent continuation grant period. Grant funds remaining unexpended at the end of the expenditure reporting period for the grant award will not be made available by TEA to supplement continuation grant awards.
- The applicant provides assurance that services for students and families will begin no earlier than August 1, 2019, and no later than September 3, 2019.
- The applicant assures that services will be provided at no cost to participants. Applicants are prohibited from collecting fees, including late pickup fees or any other fee.
- The applicant assures that activities will be supervised at all times by qualified staff at adult to student ratios that meet or exceed TEC Chapter 25, Subchapter D requirements or other state required ratios as applicable.
- The applicant will adhere to a TEA-approved schedule that meets or exceeds program service requirements at each center and that provides a consistent and dependable schedule of weekly activities for all students enrolled.
  - A minimum of 35 weeks per year across all terms, including summer. TEA will count only the weeks in which a center offered the minimum number of hours-per-week toward the 35-week total. Make-up hours will be credited. The week runs from Sunday through Saturday.
  - A minimum of four days per week for the fall and spring terms
  - A minimum of 12 hours per week (applicants should not propose to offer more than 20 hours of programming per week). Note: Transportation time that exceeds 30 minutes per-day shall not be counted towards minimum hours-per-week of programming.
  - A minimum of six weeks and four hours per day, four days per week during the summer term. Continuous weeks are not required. Applicants may offer four weeks of summer programming during the grant period that ends July 31, 2020, but if approved, the grantee must offer two weeks of summer programming in the subsequent continuation period between August 1, 2020, and the first student attendance day for the 2020 - 2021 school year.
  - Hours dedicated to program activities for adult family members will not count toward student programming.
- The applicant assures that center-level activities will be a minimum of 45 consecutive minutes in length and planned for each hour that a center is operating. Activities will be intentionally designed to address student needs and student



Texas Education Agency  
General Provisions and Assurances

EXHIBIT D

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

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

**Texas Education Agency  
General Provisions and Assurances  
EXHIBIT D**

- how the program is designed to address documented needs of the community;
  - the level of experience or promise of success in providing educational and related activities that will complement and enhance academic performance, achievement, and positive youth development of the students;
  - using volunteers in activities carried out through the learning center; and
  - how the community learning center will continue after funding ends.
- By submitting the application for continuation funding, the applicant agrees to comply with all of the requirements stated in the Year 1 Request for Application and subsequent continuation applications. The applicant also agrees to adhere to the peer-reviewed descriptions and plans for carrying out the program requirements in the original approved application, continuation applications, and any TEA-approved amendments to the applications.
  - The applicant provides assurance that it will not generate program income as a result of the federal grant, including collecting fees of any kind. The applicant further acknowledges that program income that is collected prior to approval of TEA and the United States Department of Education will result in a reduction of the grant award by the amount of program income and that any program income generated must be used only for allowable program costs during the award period in which the income was generated.
  - The applicant will comply with all requirements in the original grant application not superseded by subsequent amendments, continuation grant requirements, or written program policies and guidance.
  - The applicant provides assurance that it will annually conduct a needs assessment and an updated program implementation plan based on the results of the annual needs assessment.
  - Applicant provides assurance to adhere to all Performance Measures, as noted in the 2019-2020 Texas 21st Century Community Learning Centers, Cycle 9, Year 4, Program Guidelines, and shall provide the Texas Education Agency, upon request, any performance data necessary to assess the success of the program.

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

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

Texas Education Agency  
General Provisions and Assurances  
**EXHIBIT D**

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

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

Texas Education Agency  
General Provisions and Assurances  
**EXHIBIT D**

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

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

Texas Education Agency  
General Provisions and Assurances  
EXHIBIT D

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

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

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

Texas Education Agency  
General Provisions and Assurances  
EXHIBIT D

- c. That parents are full partners in their child's education and are included, as appropriate, in decision making and on advisory committees to assist in the education of their child
  - d. The carrying out of other activities, such as those described in Section 1116 of P.L. 114-95.
5. *Professional Development*: Includes activities that: (P.L. 114-95, Section 8101(42))
- A. Are an integral part of school and local educational agency strategies for providing educators (including teachers, principals, other school leaders, specialized instructional support personnel, paraprofessionals, and, as applicable, early childhood educators) with the knowledge and skills necessary to enable students to succeed in a well-rounded education and to meet the challenging State academic standards: and
  - B. Are sustained (not stand-alone, 1-day, or short-term workshops), intensive, collaborative, job- embedded, data-driven, and classroom-focused, and may include activities that –
    - i. Improve and increase teachers' –
      - I. knowledge of the academic subjects the teachers teach;
      - II. understanding of how students learn; and
      - III. ability to analyze student work and achievement from multiple sources, including how to adjust instructional strategies, assessments, and materials based on such analysis;
    - ii. Are an integral part of broad schoolwide and districtwide educational improvement plans;
    - iii. Allow personalized plans for each educator to address the educator's specific needs identified in observation or other feedback;
    - iv. Improve classroom management skills;
    - v. Support the recruiting, hiring, and training of effective teachers, including teachers who became certified through state and local alternative routes to certification;
    - vi. Advance teacher understanding of effective instructional strategies that are:
      - I. Effective instructional strategies that are evidence-based; and
      - II. Strategies for improving student academic achievement or substantially increasing the knowledge and teaching skills of teachers;
    - vii. Are aligned with and directly related to academic goals of the school or local educational agency;
    - viii. Are developed with extensive participation of teachers, principals, other school leaders, parents, representatives of Indian tribes (as applicable) and administrators of schools to be served under this Act;
    - ix. Are designed to give teachers of English learners, and other teachers and instructional staff, the knowledge and skills to provide instruction and appropriate language and academic support services to those children, including the appropriate use of curricula and assessments;
    - x. To the extent appropriate, provide training for teachers, principals and other school leaders in the use of technology so that technology and technology applications are effectively used in the classroom to improve teaching and learning in the curricula and academic subjects in which the teachers teach;
    - xi. As a whole, are regularly evaluated for their impact on increased teacher effectiveness and improved student academic achievement with the findings of the evaluations used to improve the quality of professional development;
    - xii. Are designed to give teachers of children with disabilities or children with developmental delays, and other teachers and instructional staff, the knowledge and skills to provide instruction and academic support services, to those children, including positive behavioral interventions and supports, multi-tier system of supports, and use of accommodations;
    - xiii. Include instruction in the use of data and assessments to inform and instruct classroom practice;
    - xiv. Include instruction in ways that teachers, principals, pupil services personnel, and school administrators may work more effectively with parents and families;
    - xv. Involve the forming of partnerships with institutions of higher education to establish school-based teacher training programs that provide prospective teachers and beginning teachers with an opportunity to work under the guidance of experienced teachers and college faculty;
    - xvi. Create programs to enable paraprofessionals (assisting teachers employed by an LEA

Texas Education Agency  
General Provisions and Assurances

EXHIBIT D

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

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

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

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

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

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

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

Revised 05/2017

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

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

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Contract ("Contract") is entered into by and between Harris County Department of Education ("HCDE") and **Galena Park** Independent School District ("ISD") for the purpose of providing 21<sup>st</sup> Century Community Learning Centers/Texas ACE **Cycle 9 Year 4** ("afterschool program") at select site(s) within the ISD.

**I. PURPOSE**

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

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



services in core academic areas, e.g. reading and literacy, mathematics, and science.

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

## **II. TERM**

This Contract shall be for the period beginning August 1, 2019 and ending July 31, 2020. Subject to the receipt of sufficient funds from the Texas Education Agency for 21<sup>st</sup> Century Community Learning Centers by HCDE and HCDE's written approval, this Contract may be renewed for additional year(s).

## **III. PROGRAM DESCRIPTION AND REQUIREMENTS**

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

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

1. Assist in the preparation of contracts, financial reports, requisitions, and inventory;

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

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

26. Provide a minimum of 5% of leveraging funds, including in-kind, to further support the Texas ACE Cycle 9 program.

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

for employees, receipts and invoices for supplies, and copies of contracts for contracted services purchased.

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

since the beginning of the year. The ISD will also report all sources of funding for the program(s) and the total cost of the program(s) to HCDE.

- N. The ISD agrees to obtain and assess criminal history record information for each employee or volunteer used in the Center(s) and to use only those persons fit to work with students.
- O. ISD agrees that it will comply with the assurances, certifications, and disclosures provided by Texas Education Agency, including the "General Provisions & Assurances," "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions," "Lobbying Certification", "Disclosures of Lobbying Activities", "Every Student Succeeds Act (ESSA) Provisions and Assurances" and "Program-Specific Provisions & Assurances", which are attached hereto as Exhibit D and incorporated by reference into this Contract.
- P. The ISD further agrees that it will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), and mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- Q. The ISD agrees that the certifications and agreements included in the HCDE Vendor Certification Forms, attached hereto as Exhibit A and incorporated by reference in the agreement for all purposes, is true and correct.
- R. The ISD agrees to provide the after-school program to at least the number of students and parents indicated on Exhibit C attached to the Contract. The ISD further agrees that if any time after November 18, 2019, the HCDE CASE for Kids Director determines that there is less than 60% of the agreed upon students and/or parents in the afterschool program (the numbers on Exhibit C), HCDE may take up to one-third of the budget (Exhibit B of the Contract) that it would have otherwise paid to the ISD and use those funds, in HCDE's discretion, to try to increase student and/or parent participation. The ISD agrees and understands that this will result in a receipt by the ISD of up to one-third less funds than the ISD would have received under the Contract as specified in Exhibit B. Upon January 1, 2020, If less than 50% of the budget is not allocated for program expenditures, HCDE reserves the right to reduce the operating budget for the spring term and in subsequent grant years, if applicable,

#### **IV. COMPENSATION AND FUNDING**

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

- \$138,976.00 for providing the Center in accordance with Section III at North Shore 9th Grade

The ISD must submit an itemized monthly statement detailing expenses with supporting documentation for the Center(s) in order to receive payment of these expenses. HCDE will

pay the ISD within 60 days of receiving sufficient funds as described below. Only invoices for allowable expenses, per grant fiscal guidelines, incurred during the term of this Contract will be paid by HCDE. The ISD waives any statutory right to interest the ISD may have under Chapter 2251 of the Texas Government Code. The ISD may be eligible for a prorated amount, in HCDE's sole discretion, if the ISD is unable to maintain its Center(s) in accordance with the site description. Included in these requirements are: the number of Centers in the ISD where the Center programs are provided; and the number of students and adults served in the ISD by the Center programs; fulfillment of the total number of days of providing service. It is expected that the Center will expend a minimum of 90% of total grant award. The ISD agrees that if any time after January 31, 2020, the HCDE CASE for Kids Director determines that the ISD does not have realistic action plan to expend at least 90% of the grant award amount, HCDE may take up to one-third of the budget (Exhibit B) that would have otherwise paid to the ISD and use those funds, in HCDE's discretion, to allocate allowable expenses to support the afterschool program, in accordance to the grant fiscal guidelines and procedures. HCDE will notify the ISD at least two weeks prior to re-allocation of funds from the ISD in support of the afterschool program.

The ISD acknowledges that federal funds will be used to pay for all or a portion of funds due under this Contract and that this Contract is only effective upon receipt of the Notice of Grant Award ("NOGA") by HCDE from the awarding agency. As such, if HCDE does not receive sufficient funding for the obligations provided in this Contract, HCDE may terminate this Contract without penalty or further obligation to the ISD, at any time upon written notice to the ISD. The expenses incurred in accordance with this Contract shall be wholly funded by the Texas ACE Program.

## **VI. PIGGYBACKING ON HCDE-PROCURED CONTRACTS**

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

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

## **V. RELATIONSHIP**

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

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

## **VI. TERMINATION**

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

## **VII. AUTHORIZATION**

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

## **VIII. NOTICE**

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

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

Attention: Dr. Angi Williams  
Galena Park Independent School District  
14705 Woodforest Blvd.  
Houston, Texas 77015

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



#### **IX. GOVERNING LAW**

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

#### **X. VENUE**

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

#### **XI. ENTIRE AGREEMENT**

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

#### **XII. AMENDMENT**

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

#### **XIII. ASSIGNMENT**

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

#### **XIV. SEVERABILITY**

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

#### **XV. BENEFIT FOR SIGNATORY PARTIES ONLY**

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

#### **XVI. IMMUNITIES**


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

Executed this \_\_\_\_\_ day of \_\_\_\_\_ the Year 2019.

By:

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

By:

  
\_\_\_\_\_  
Dr. Angi Williams  
Superintendent  
Galena Park Independent School District

## EXHIBIT B

Galena Park ISD/North Shore 9th Grade Center	
CASE for Kids 21st Century/Texas ACE Cycle 9, Year 4 Budget	

### Personnel -- 6100

Site Director	\$ 54,000
School Year Certified Teachers	\$ 15,840
Summer Certified Teachers	\$ 2,400
School Year Para-professionals	\$ 11,880
Summer Para-professionals	\$ 1,440
<b>Payroll</b>	<b>\$ 85,560</b>
Fringe Benefits	\$ 12,294
<b>Total Payroll Costs 6100</b>	<b>\$ 97,854</b>

### Professional & Contractual Services -- 6200

Topic: Enrichment	\$ 14,100
<b>Total Professional &amp; Contractual Services 6200</b>	<b>\$ 14,100</b>

### Materials & Supplies -- 6300

Site Coordinator Office Supplies	\$ 1,500
Program Consumable Supplies	\$ 11,000
Literacy Materials	\$ 1,000
<b>Total Materials &amp; Supplies 6300</b>	<b>\$ 13,500</b>

### Other Operating Costs -- 6400

School Year Transportation	\$ 9,500
Fieldtrip Transportation	\$ 500
Snacks for Family Engagement	\$ 182
Site Coordinator Mileage (\$.54 per mile)	\$ 1,500
In-state Conference (OSTICON)	\$ 1,840
Out-of-state Conference	\$ -
<b>Total Other Operating Costs 6400</b>	<b>\$ 13,522</b>

<b>Total:</b>	<b>\$ 138,976</b>
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## EXHIBIT C

### CENTER INFORMATION

Ctr #	9 Digit campus ID #	Name of Center/Host Site	Physical Address	City	Zip	Phone Number	# of Feeder Schools	Grade Levels Served (PK to 12)	# Students Served	# Adults Served
C5	101910003	North Shore 9 <sup>th</sup> Grade Campus	2451 E. Main Street	Houston	77015	832-386-3400	1	9	82	40

Part 3: Center Operations Chart (one per Center)													
<b>Center 5 Name: North Shore 9<sup>th</sup> Grade Campus</b>													
<b>Program Operations</b>					<b>Fall Term</b>		<b>Spring Term</b>		<b>Summer Term</b>		<b>Total</b>		
Start Date (MM/DD/YY):					09/03/2019		12/09/2019		06/01/2020				
End Date (MM/DD/YY):					12/5/2019		04/30/2020		06/26/2020				
Total number of weeks (offering minimum # of weekly program hours)					15		17		4		36		
<b>Program Schedule/Hours</b>													
<b>Day of the Week</b>		<b>Fall Term</b>				<b>Spring Term</b>				<b>Summer Term</b>			
		<b>AM Start</b>	<b>AM End</b>	<b>PM Start</b>	<b>PM End</b>	<b>AM Start</b>	<b>AM End</b>	<b>PM Start</b>	<b>PM End</b>	<b>AM Start</b>	<b>AM End</b>	<b>PM Start</b>	<b>PM End</b>
Sunday													
Monday		6:15	7:00	2:45	5:15	6:15	7:00	2:45	5:15	8:00			12:00
Tuesday		6:15	7:00	2:45	5:15	6:15	7:00	2:45	5:15	8:00			12:00
Wednesday		6:15	7:00	2:45	5:15	6:15	7:00	2:45	5:15	8:00			12:00
Thursday		6:15	7:00	2:45	5:15	6:15	7:00	2:45	5:15	8:00			12:00
Friday													
Saturday													
<b>Total Hours Per Week</b>		13				13				16			
<b>Number of Saturdays Per Month:</b>													

\*North Shore 9<sup>th</sup> Grade will offer a two-week Fish Camp program in August of Year 5 tentatively starting August 3 – August 16, 2020 pending final district calendar. Funds used will be budgeted from subsequent continuation grant periods.

**Texas Education Agency  
General Provisions and Assurances  
EXHIBIT D**

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

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

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

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

**Texas Education Agency**  
**General Provisions and Assurances**  
**EXHIBIT D**

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

- **Capital Expenditures:** Expenditures to acquire Capital Assets or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to Capital Assets that materially increase their value or useful life. (2 CFR §200.13)
  - **Protected Personally Identifiable Information (PII):** An individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII that is required by law to be disclosed (2 CFR §200.82)
- B. **Contingency:** The agreement represented by this Subaward is executed by the Agency subject to the availability of funds appropriated by legislative act for the purposes stated. All Amendments and/or extensions or subsequent Subaward agreements entered into for the same or continued purposes are executed contingent upon the availability of appropriated funds. Notwithstanding any other provision in this Subaward agreement or any other document, this Subaward agreement is void upon appropriated funds becoming unavailable. In addition, this Subaward agreement may be terminated by the Agency at any time for any reason upon notice to the Subrecipient. Expenditures and/or activities for which the Subrecipient may claim reimbursement shall not be accrued or claimed subsequent to receipt of such notice from the Agency. This Subaward agreement may be extended or otherwise amended only by formal written Amendment properly executed by both the Agency and the Subrecipient. No other agreement, written or oral, purporting to alter or amend this Subaward shall be valid.
- C. **Subrecipient's Application:** Furnished to the Agency in response to a request for Application, is incorporated in this Subaward by reference for all necessary purposes. It is specifically provided; however, that the provisions of this Subaward shall prevail in all cases of conflict arising from the terms of the Subrecipient's Application whether such Application is a written part of this Subaward or is attached as a separate document.
- D. **Requirements, Terms, Conditions, and Assurances:** Stated in the Request for Application, in response to which the Applicant is submitting this Application, and are incorporated herein by reference for all purposes. The instructions to the Standard Application System, as well as the General and Fiscal Guidelines and Program Guidelines, are incorporated herein by reference.
- E. **Signature Authority; Final Expression; Superseding Document:** The Applicant certifies that the person signing or certifying and submitting this Application has been properly delegated this authority. The Subaward represents the final and complete expression of the terms of agreement between the parties. The Subaward supersedes any previous understandings or negotiations between the parties. Any representations, oral statements, promises, or warranties that differ from the Subaward shall have no force or effect. The Subaward may be modified, amended, or extended only by formal written Amendment properly executed by both TEA and the Subrecipient.
- F. **State of Texas Laws:** In the conduct of the Subaward Project, the Subrecipient shall be subject to Texas State Board of Education and Commissioner rules pertaining to this Subaward and the Subaward Project and to the laws of the State of Texas governing this Subaward and the Subaward Project. This Subaward constitutes the entire agreement between the Agency and the Subrecipient for the accomplishment of the Subaward Project. This Subaward shall be interpreted according to the laws of the State of Texas except as may be otherwise provided for in this Subaward.
- G. **Monitoring:** Desk reviews, on-site monitoring reviews, arranging for agreed-upon-procedures engagements, and training and technical assistance on program-related matters may be conducted by the Agency to determine compliance with the approved Application and the applicable statute(s), law(s), regulations, and guidelines. TEA conducts federal fiscal Grant Subrecipient monitoring and compliance reviews, and implements related remedies for noncompliance, in accordance with its established policies and procedures. These policies and procedures incorporate best practices and standards that may be similar to common auditing standards, but the Agency does not apply a specific set of external standards, such as the US Government Accountability Office's Generally Accepted Government Auditing Standards (Yellow Book), nor is it required to do so.
- H. **Specific Conditions:** If TEA identifies, in its sole determination, a grantee as posing a level of risk identified by the agency's risk criteria, the grantee has a history of failure to comply with the terms and conditions of the

**Texas Education Agency**  
**General Provisions and Assurances**  
**EXHIBIT D**

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

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

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

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

**Texas Education Agency  
General Provisions and Assurances  
EXHIBIT D**

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

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

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



**Texas Education Agency**  
**General Provisions and Assurances**  
**EXHIBIT D**

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

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

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

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

- V. **Unfair Business Practices:** By signing this Subaward, the Subrecipient, if other than a state Agency, certifies that the Subrecipient, within the preceding 12 months, has not been found guilty, in a judicial or state Agency administrative proceeding, of unfair business practices. The Subrecipient, if other than a state Agency, also certifies that no officer of its company has, within the preceding 12 months, served as an officer in another company which has been found, in a judicial or state Agency administrative proceeding, to be guilty of unfair business practices.
- The Subrecipient, whether a state Agency or not a state Agency, certifies that no funds provided under this Subaward shall be used to purchase supplies, equipment, or services from any companies found to be guilty of unfair business practices within 12 months from the determination of guilt.
- W. **Subcontracting:** The Subrecipient shall not assign or subcontract any of its rights or responsibilities under this Subaward, except as may be otherwise provided for in this Application, without prior formal written approval Granted as an Amendment to this Subaward properly executed by both the Agency and the Subrecipient.
- X. **Use of Consultants:** Notwithstanding any other provision of this Application, Applicant shall not use or pay any consultant in the conduct of this Application if the services to be rendered by any such consultant can be provided by Applicant's employees.
- Y. **Disposition of Equipment and Supplies:** If Capital Expenditures are used to purchase Capital Assets, the Subrecipient must request disposition instructions from the Agency before disposing of the equipment and/or supplies. Disposition will be made in accordance with 2 CFR §§200.313 and 200.314 as applicable.
- Z. **Agency Property (Terms):** In the event of loss, damage, or destruction of any property owned by or loaned by the Agency while in the custody or control of the Subrecipient, its employees, agents, consultants, or subcontractors, the Subrecipient shall indemnify the Agency and pay to the Agency the full value of or the full cost of repair or replacement of such property, whichever is the greater, within 30 days of the Subrecipient's receipt of written notice of the Agency's determination of the amount due. This provision applies whether the property is developed or purchased by the Subrecipient pursuant to this Subaward or is provided by the Agency to the

**Texas Education Agency  
General Provisions and Assurances  
EXHIBIT D**

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

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

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

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

**Texas Education Agency**  
**General Provisions and Assurances**  
**EXHIBIT D**

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

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

**FF. Federal Regulations Applicable to All Federal Programs:**

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

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

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

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

**Texas Education Agency  
General Provisions and Assurances  
EXHIBIT D**

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

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

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

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

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

**Texas Education Agency  
General Provisions and Assurances  
EXHIBIT D**

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

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

Revised 02/2019

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

**Texas Education Agency**  
**General Provisions and Assurances**  
**EXHIBIT D**

**Statutory & Program Assurances**

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

- The applicant provides assurance that program funds will supplement (increase the level of service), and not supplant (replace) state mandates, State Board of Education rules, and activities previously conducted with state or local funds. The applicant provides assurance that state or local funds may not be decreased or diverted for other purposes merely because of the availability of these funds. The applicant provides assurance that program services and activities to be funded from this grant will be supplementary to existing services and activities and will not be used for any services or activities required by state law, State Board of Education rules, or local policy.
- The applicant provides assurance that the application does not contain any information that would be protected by the Family Educational Rights and Privacy Act (FERPA) from general release to the public.
- The applicant provides assurance they accept and will comply with No Child Left Behind Act Provisions and Assurances requirements.
- The applicant provides assurance they accept and will comply with Every Student Succeeds Act Provisions and Assurances requirements.
- The applicant provides assurance that proof of nonprofit status will be submitted with the grant application, if applicable.
- The applicant provides assurance that the program will take place in a safe facility that is properly equipped and accessible to participants and family members.
- The applicant provides assurance that the proposed program was developed, and will be carried out in active collaboration with the schools that participating students attend, including through the sharing of relevant data among schools, all participants of the eligible entity, and any partnership entities in compliance with applicable laws relating to privacy and confidentiality and in alignment with the challenging state academic standards and any local academic standards.
- The applicant provides assurance that the program will target students who primarily attend schools eligible for schoolwide programs under ESEA as amended by ESSA, Section 1114, and the families of such students.
- The applicant will adhere to the level of services in the approved application and in the agreed-upon center operation schedules and will provide those services to eligible students through this and all continuation and renewal grant periods, as applicable. Applicant acknowledges that proposed amendments that reduce the level of services to below the Year 1 awarded application will be approved only in extreme or unusual circumstances and that failure to adhere to service levels and student targets will result in reduced funding during the subsequent continuation grant period. Grant funds remaining unexpended at the end of the expenditure reporting period for the grant award will not be made available by TEA to supplement continuation grant awards.
- The applicant provides assurance that services for students and families will begin no earlier than August 1, 2019, and no later than September 3, 2019.
- The applicant assures that services will be provided at no cost to participants. Applicants are prohibited from collecting fees, including late pickup fees or any other fee.
- The applicant assures that activities will be supervised at all times by qualified staff at adult to student ratios that meet or exceed TEC Chapter 25, Subchapter D requirements or other state required ratios as applicable.
- The applicant will adhere to a TEA-approved schedule that meets or exceeds program service requirements at each center and that provides a consistent and dependable schedule of weekly activities for all students enrolled.
  - A minimum of 35 weeks per year across all terms, including summer. TEA will count only the weeks in which a center offered the minimum number of hours-per-week toward the 35-week total. Make-up hours will be credited. The week runs from Sunday through Saturday.
  - A minimum of four days per week for the fall and spring terms
  - A minimum of 12 hours per week (applicants should not propose to offer more than 20 hours of programming per week). Note: Transportation time that exceeds 30 minutes per-day shall not be counted towards minimum hours-per-week of programming.
  - A minimum of six weeks and four hours per day, four days per week during the summer term. Continuous weeks are not required. Applicants may offer four weeks of summer programming during the grant period that ends July 31, 2020, but if approved, the grantee must offer two weeks of summer programming in the subsequent continuation period between August 1, 2020, and the first student attendance day for the 2020 - 2021 school year.
  - Hours dedicated to program activities for adult family members will not count toward student programming.
- The applicant assures that center-level activities will be a minimum of 45 consecutive minutes in length and planned for each hour that a center is operating. Activities will be intentionally designed to address student needs and student

**Texas Education Agency  
General Provisions and Assurances  
EXHIBIT D**

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

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

**Texas Education Agency**  
**General Provisions and Assurances**  
**EXHIBIT D**

- how the program is designed to address documented needs of the community;
  - the level of experience or promise of success in providing educational and related activities that will complement and enhance academic performance, achievement, and positive youth development of the students;
  - using volunteers in activities carried out through the learning center; and
  - how the community learning center will continue after funding ends.
- By submitting the application for continuation funding, the applicant agrees to comply with all of the requirements stated in the Year 1 Request for Application and subsequent continuation applications. The applicant also agrees to adhere to the peer-reviewed descriptions and plans for carrying out the program requirements in the original approved application, continuation applications, and any TEA-approved amendments to the applications.
  - The applicant provides assurance that it will not generate program income as a result of the federal grant, including collecting fees of any kind. The applicant further acknowledges that program income that is collected prior to approval of TEA and the United States Department of Education will result in a reduction of the grant award by the amount of program income and that any program income generated must be used only for allowable program costs during the award period in which the income was generated.
  - The applicant will comply with all requirements in the original grant application not superseded by subsequent amendments, continuation grant requirements, or written program policies and guidance.
  - The applicant provides assurance that it will annually conduct a needs assessment and an updated program implementation plan based on the results of the annual needs assessment.
  - Applicant provides assurance to adhere to all Performance Measures, as noted in the 2019-2020 Texas 21st Century Community Learning Centers, Cycle 9, Year 4, Program Guidelines, and shall provide the Texas Education Agency, upon request, any performance data necessary to assess the success of the program.

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

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



Texas Education Agency  
General Provisions and Assurances  
**EXHIBIT D**

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

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

**Texas Education Agency**  
**General Provisions and Assurances**  
**EXHIBIT D**

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

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

Texas Education Agency  
General Provisions and Assurances  
**EXHIBIT D**

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

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

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

**Texas Education Agency**  
**General Provisions and Assurances**  
**EXHIBIT D**

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

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

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

**Texas Education Agency**  
**General Provisions and Assurances**  
**EXHIBIT D**

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

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

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

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

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

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

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

Revised 05/2017

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

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

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Contract ("Contract") is entered into by and between Harris County Department of Education ("HCDE") and Pasadena Independent School District ("ISD") for the purpose of providing 21<sup>st</sup> Century Community Learning Centers/Texas ACE Cycle 9 Year 4 ("afterschool program") at select site(s) within the ISD.

**I. PURPOSE**

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

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

services in core academic areas, e.g. reading and literacy, mathematics, and science.

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

## **II. TERM**

This Contract shall be for the period beginning August 1, 2019 and ending July 31, 2020. Subject to the receipt of sufficient funds from the Texas Education Agency for 21<sup>st</sup> Century Community Learning Centers by HCDE and HCDE's written approval, this Contract may be renewed for additional year(s).

## **III. PROGRAM DESCRIPTION AND REQUIREMENTS**

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

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

1. Assist in the preparation of contracts, financial reports, requisitions, and inventory;

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



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

26. Provide a minimum of 5% of leveraging funds, including in-kind, to further support the Texas ACE Cycle 9 program.

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

for employees, receipts and invoices for supplies, and copies of contracts for contracted services purchased.

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

since the beginning of the year. The ISD will also report all sources of funding for the program(s) and the total cost of the program(s) to HCDE.

- N. The ISD agrees to obtain and assess criminal history record information for each employee or volunteer used in the Center(s) and to use only those persons fit to work with students.
- O. ISD agrees that it will comply with the assurances, certifications, and disclosures provided by Texas Education Agency, including the "General Provisions & Assurances," "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions," "Lobbying Certification", "Disclosures of Lobbying Activities", "Every Student Succeeds Act (ESSA) Provisions and Assurances" and "Program-Specific Provisions & Assurances", which are attached hereto as Exhibit D and incorporated by reference into this Contract.
- P. The ISD further agrees that it will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protections Agency regulations (40 CFR part 15), and mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- Q. The ISD agrees that the certifications and agreements included in the HCDE Vendor Certification Forms, attached hereto as Exhibit A and incorporated by reference in the agreement for all purposes, is true and correct.
- R. The ISD agrees to provide the after-school program to at least the number of students and parents indicated on Exhibit C attached to the Contract. The ISD further agrees that if any time after November 18, 2019, the HCDE CASE for Kids Director determines that there is less than 60% of the agreed upon students and/or parents in the afterschool program (the numbers on Exhibit C), HCDE may take up to one-third of the budget (Exhibit B of the Contract) that it would have otherwise paid to the ISD and use those funds, in HCDE's discretion, to try to increase student and/or parent participation. The ISD agrees and understands that this will result in a receipt by the ISD of up to one-third less funds than the ISD would have received under the Contract as specified in Exhibit B. Upon January 1, 2020, If less than 50% of the budget is not allocated for program expenditures, HCDE reserves the right to reduce the operating budget for the spring term and in subsequent grant years, if applicable,

#### **IV. COMPENSATION AND FUNDING**

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

- \$138,976.00 for providing the Center in accordance with Section III at South Houston Intermediate

The ISD must submit an itemized monthly statement detailing expenses with supporting documentation for the Center(s) in order to receive payment of these expenses. HCDE will pay the ISD within 60 days of receiving sufficient funds as described below. Only invoices for allowable expenses, per grant fiscal guidelines, incurred during the term of this Contract will be paid by HCDE. The ISD waives any statutory right to interest the ISD may have under Chapter 2251 of the Texas Government Code. The ISD may be eligible for a prorated amount, in HCDE's sole discretion, if the ISD is unable to maintain its Center(s) in accordance with the site description. Included in these requirements are: the number of Centers in the ISD where the Center programs are provided; and the number of students and adults served in the ISD by the Center programs; fulfillment of the total number of days of providing service. It is expected that the Center will expend a minimum of 90% of total grant award. The ISD agrees that if any time after January 31, 2020, the HCDE CASE for Kids Director determines that the ISD does not have realistic action plan to expend at least 90% of the grant award amount, HCDE may take up to one-third of the budget (Exhibit B) that would have otherwise paid to the ISD and use those funds, in HCDE's discretion, to allocate allowable expenses to support the afterschool program, in accordance to the grant fiscal guidelines and procedures. HCDE will notify the ISD at least two weeks prior to re-allocation of funds from the ISD in support of the afterschool program.

The ISD acknowledges that federal funds will be used to pay for all or a portion of funds due under this Contract and that this Contract is only effective upon receipt of the Notice of Grant Award ("NOGA") by HCDE from the awarding agency. As such, if HCDE does not receive sufficient funding for the obligations provided in this Contract, HCDE may terminate this Contract without penalty or further obligation to the ISD, at any time upon written notice to the ISD. The expenses incurred in accordance with this Contract shall be wholly funded by the Texas ACE Program.

## **VI. PIGGYBACKING ON HCDE-PROCURED CONTRACTS**

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

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

this Agreement or the District's piggybacking off of one of HCDE's contracts with Direct Service Providers.

## **V. RELATIONSHIP**

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

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

## **VI. TERMINATION**

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

## **VII. AUTHORIZATION**

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

## **VIII. NOTICE**

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

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

Attention: Dr. DeeAnn Powell  
Pasadena Independent School District  
1515 Cherrybrook Lane  
Pasadena, Texas 77502

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

#### **IX. GOVERNING LAW**

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

#### **X. VENUE**

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

#### **XI. ENTIRE AGREEMENT**

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

#### **XII. AMENDMENT**

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

#### **XIII. ASSIGNMENT**

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

#### **XIV. SEVERABILITY**

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

#### **XV. BENEFIT FOR SIGNATORY PARTIES ONLY**

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

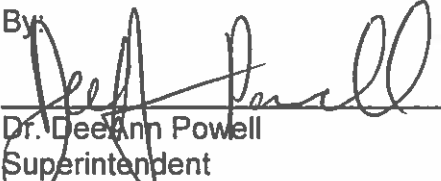
#### **XVI. IMMUNITIES**

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_ the Year 2019.

By:

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

By:   
\_\_\_\_\_  
Dr. Deean Powell  
Superintendent  
Pasadena Independent School District



## EXHIBIT B

Pasadena ISD/South Houston Intermediate
CASE for Kids 21st Century/Texas ACE Cycle 9, Year 4 Budget

### Personnel -- 6100

Site Director	\$ 54,000
School Year Certified Teachers	\$ 39,200
Summer Certified Teachers	\$ 10,500
College Students	\$ 11,200
<b>Payroll</b>	<b>\$ 114,900</b>
Fringe Benefits	\$ 13,536
<b>Total Payroll Costs 6100</b>	<b>\$ 128,436</b>

### Professional & Contractual Services -- 6200

Professional Development	\$ 750
<b>Total Professional &amp; Contractual Services 6200</b>	<b>\$ 750</b>

### Materials & Supplies -- 6300

Site Coordinator Office Supplies	\$ 1,800
Other: Radios for staff to communicate after school	
Program Consumable Supplies	\$ 1,290
<b>Total Materials &amp; Supplies 6300</b>	<b>\$ 3,090</b>

### Other Operating Costs -- 6400

Student Transportation for School Year	\$ 2,345
Fieldtrip Transportation	\$ 850
Site Coordinator Mileage (\$.54 per mile)	\$ 1,055
In-state Conference (OSTICON)	\$ 1,000
Out-of-state Conference	\$ 1,450
<b>Total Other Operating Costs 6400</b>	<b>\$ 6,700</b>

<b>Total:</b>	<b>\$ 138,976</b>
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# EXHIBIT C

## CENTER INFORMATION

Ctr #	9 Digit campus ID #	Name of Center/Host Site	Physical Address	City	Zip	Phone Number	# of Feeder Schools	Grade Levels Served (PK to 12)	# Students Served	# Adults Served
C7	101917046	South Houston Intermediate	900 College Ave.	South Houston	77587	713-740-0490	1	7-8	82	40

Part 3: Center Operations Chart (one per Center)

Center 7 Name: South Houston Intermediate School													
Program Operations					Fall Term		Spring Term		Summer Term		Total		
Start Date (MM/DD/YY):					09/03/2019		12/09/2019		06/01/2020				
End Date (MM/DD/YY):					12/06/2019		05/27/2020		07/10/2020				
Total number of weeks (offering minimum # of weekly program hours)					13		21		6		40		
Program Schedule/Hours													
Day of the Week		Fall Term				Spring Term				Summer Term			
		AM Start	AM End	PM Start	PM End	AM Start	AM End	PM Start	PM End	AM Start	AM End	PM Start	PM End
Sunday													
Monday				3:30	6:00			3:30	6:00	8:00			2:00
Tuesday				3:30	6:00			3:30	6:00	8:00			2:00
Wednesday				3:30	6:00			3:30	6:00	8:00			2:00
Thursday				3:30	6:00			3:30	6:00	8:00			2:00
Friday				3:30	5:30			3:30	5:30				
Saturday													
Total Hours Per Week		12				12				24			
Number of Saturdays Per Month:													

**Texas Education Agency  
General Provisions and Assurances  
EXHIBIT D**

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

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

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

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

Texas Education Agency  
General Provisions and Assurances  
EXHIBIT D

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

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

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

Texas Education Agency  
General Provisions and Assurances  
EXHIBIT D

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

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

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

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

**Texas Education Agency**  
**General Provisions and Assurances**  
**EXHIBIT D**

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

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

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

**Texas Education Agency**  
**General Provisions and Assurances**  
**EXHIBIT D**

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

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

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

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

- v. **Unfair Business Practices:** By signing this Subaward, the Subrecipient, if other than a state Agency, certifies that the Subrecipient, within the preceding 12 months, has not been found guilty, in a judicial or state Agency administrative proceeding, of unfair business practices. The Subrecipient, if other than a state Agency, also certifies that no officer of its company has, within the preceding 12 months, served as an officer in another company which has been found, in a judicial or state Agency administrative proceeding, to be guilty of unfair business practices.
- The Subrecipient, whether a state Agency or not a state Agency, certifies that no funds provided under this Subaward shall be used to purchase supplies, equipment, or services from any companies found to be guilty of unfair business practices within 12 months from the determination of guilt.
- w. **Subcontracting:** The Subrecipient shall not assign or subcontract any of its rights or responsibilities under this Subaward, except as may be otherwise provided for in this Application, without prior formal written approval Granted as an Amendment to this Subaward properly executed by both the Agency and the Subrecipient.
- x. **Use of Consultants:** Notwithstanding any other provision of this Application, Applicant shall not use or pay any consultant in the conduct of this Application if the services to be rendered by any such consultant can be provided by Applicant's employees.
- y. **Disposition of Equipment and Supplies:** If Capital Expenditures are used to purchase Capital Assets, the Subrecipient must request disposition instructions from the Agency before disposing of the equipment and/or supplies. Disposition will be made in accordance with 2 CFR §§200.313 and 200.314 as applicable.
- z. **Agency Property (Terms):** In the event of loss, damage, or destruction of any property owned by or loaned by the Agency while in the custody or control of the Subrecipient, its employees, agents, consultants, or subcontractors, the Subrecipient shall indemnify the Agency and pay to the Agency the full value of or the full cost of repair or replacement of such property, whichever is the greater, within 30 days of the Subrecipient's receipt of written notice of the Agency's determination of the amount due. This provision applies whether the property is developed or purchased by the Subrecipient pursuant to this Subaward or is provided by the Agency to the

**Texas Education Agency**  
**General Provisions and Assurances**  
**EXHIBIT D**

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

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

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

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



**Texas Education Agency**  
**General Provisions and Assurances**  
**EXHIBIT D**

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

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

**FF. Federal Regulations Applicable to All Federal Programs:**

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

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

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

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

Texas Education Agency  
General Provisions and Assurances  
**EXHIBIT D**

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

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

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

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

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

**Texas Education Agency  
General Provisions and Assurances  
EXHIBIT D**

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

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

Revised 02/2019

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

**Texas Education Agency**  
**General Provisions and Assurances**  
**EXHIBIT D**

**Statutory & Program Assurances**

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

- The applicant provides assurance that program funds will supplement (increase the level of service), and not supplant (replace) state mandates, State Board of Education rules, and activities previously conducted with state or local funds. The applicant provides assurance that state or local funds may not be decreased or diverted for other purposes merely because of the availability of these funds. The applicant provides assurance that program services and activities to be funded from this grant will be supplementary to existing services and activities and will not be used for any services or activities required by state law, State Board of Education rules, or local policy.
- The applicant provides assurance that the application does not contain any information that would be protected by the Family Educational Rights and Privacy Act (FERPA) from general release to the public.
- The applicant provides assurance they accept and will comply with No Child Left Behind Act Provisions and Assurances requirements.
- The applicant provides assurance they accept and will comply with Every Student Succeeds Act Provisions and Assurances requirements.
- The applicant provides assurance that proof of nonprofit status will be submitted with the grant application, if applicable.
- The applicant provides assurance that the program will take place in a safe facility that is properly equipped and accessible to participants and family members.
- The applicant provides assurance that the proposed program was developed, and will be carried out in active collaboration with the schools that participating students attend, including through the sharing of relevant data among schools, all participants of the eligible entity, and any partnership entities in compliance with applicable laws relating to privacy and confidentiality and in alignment with the challenging state academic standards and any local academic standards.
- The applicant provides assurance that the program will target students who primarily attend schools eligible for schoolwide programs under ESEA as amended by ESSA, Section 1114, and the families of such students.
- The applicant will adhere to the level of services in the approved application and in the agreed-upon center operation schedules and will provide those services to eligible students through this and all continuation and renewal grant periods, as applicable. Applicant acknowledges that proposed amendments that reduce the level of services to below the Year 1 awarded application will be approved only in extreme or unusual circumstances and that failure to adhere to service levels and student targets will result in reduced funding during the subsequent continuation grant period. Grant funds remaining unexpended at the end of the expenditure reporting period for the grant award will not be made available by TEA to supplement continuation grant awards.
- The applicant provides assurance that services for students and families will begin no earlier than August 1, 2019, and no later than September 3, 2019.
- The applicant assures that services will be provided at no cost to participants. Applicants are prohibited from collecting fees, including late pickup fees or any other fee.
- The applicant assures that activities will be supervised at all times by qualified staff at adult to student ratios that meet or exceed TEC Chapter 25, Subchapter D requirements or other state required ratios as applicable.
- The applicant will adhere to a TEA-approved schedule that meets or exceeds program service requirements at each center and that provides a consistent and dependable schedule of weekly activities for all students enrolled.
  - A minimum of 35 weeks per year across all terms, including summer. TEA will count only the weeks in which a center offered the minimum number of hours-per-week toward the 35-week total. Make-up hours will be credited. The week runs from Sunday through Saturday.
  - A minimum of four days per week for the fall and spring terms
  - A minimum of 12 hours per week (applicants should not propose to offer more than 20 hours of programming per week). Note: Transportation time that exceeds 30 minutes per-day shall not be counted towards minimum hours-per-week of programming.
  - A minimum of six weeks and four hours per day, four days per week during the summer term. Continuous weeks are not required. Applicants may offer four weeks of summer programming during the grant period that ends July 31, 2020, but if approved, the grantee must offer two weeks of summer programming in the subsequent continuation period between August 1, 2020, and the first student attendance day for the 2020 - 2021 school year.
  - Hours dedicated to program activities for adult family members will not count toward student programming.
- The applicant assures that center-level activities will be a minimum of 45 consecutive minutes in length and planned for each hour that a center is operating. Activities will be intentionally designed to address student needs and student

**Texas Education Agency  
General Provisions and Assurances  
EXHIBIT D**

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

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

**Texas Education Agency**  
**General Provisions and Assurances**  
**EXHIBIT D**

- how the program is designed to address documented needs of the community;
  - the level of experience or promise of success in providing educational and related activities that will complement and enhance academic performance, achievement, and positive youth development of the students;
  - using volunteers in activities carried out through the learning center; and
  - how the community learning center will continue after funding ends.
- By submitting the application for continuation funding, the applicant agrees to comply with all of the requirements stated in the Year 1 Request for Application and subsequent continuation applications. The applicant also agrees to adhere to the peer-reviewed descriptions and plans for carrying out the program requirements in the original approved application, continuation applications, and any TEA-approved amendments to the applications.
- The applicant provides assurance that it will not generate program income as a result of the federal grant, including collecting fees of any kind. The applicant further acknowledges that program income that is collected prior to approval of TEA and the United States Department of Education will result in a reduction of the grant award by the amount of program income and that any program income generated must be used only for allowable program costs during the award period in which the income was generated.
- The applicant will comply with all requirements in the original grant application not superseded by subsequent amendments, continuation grant requirements, or written program policies and guidance.
- The applicant provides assurance that it will annually conduct a needs assessment and an updated program implementation plan based on the results of the annual needs assessment.
- Applicant provides assurance to adhere to all Performance Measures, as noted in the 2019-2020 Texas 21st Century Community Learning Centers, Cycle 9, Year 4, Program Guidelines, and shall provide the Texas Education Agency, upon request, any performance data necessary to assess the success of the program.

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

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

**Texas Education Agency**  
**General Provisions and Assurances**  
**EXHIBIT D**

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

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

Texas Education Agency  
General Provisions and Assurances  
**EXHIBIT D**

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

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



Texas Education Agency  
General Provisions and Assurances  
EXHIBIT D

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

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

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

Texas Education Agency  
General Provisions and Assurances  
EXHIBIT D

- c. That parents are full partners in their child's education and are included, as appropriate, in decision making and on advisory committees to assist in the education of their child
  - d. The carrying out of other activities, such as those described in Section 1116 of P.L. 114-95.
5. *Professional Development:* Includes activities that: (P.L. 114-95, Section 8101(42))
- A. Are an integral part of school and local educational agency strategies for providing educators (including teachers, principals, other school leaders, specialized instructional support personnel, paraprofessionals, and, as applicable, early childhood educators) with the knowledge and skills necessary to enable students to succeed in a well-rounded education and to meet the challenging State academic standards: and
  - B. Are sustained (not stand-alone, 1-day, or short-term workshops), intensive, collaborative, job-embedded, data-driven, and classroom-focused, and may include activities that –
    - i. Improve and increase teachers' –
      - I. knowledge of the academic subjects the teachers teach;
      - II. understanding of how students learn; and
      - III. ability to analyze student work and achievement from multiple sources, including how to adjust instructional strategies, assessments, and materials based on such analysis;
    - ii. Are an integral part of broad schoolwide and districtwide educational improvement plans;
    - iii. Allow personalized plans for each educator to address the educator's specific needs identified in observation or other feedback;
    - iv. Improve classroom management skills;
    - v. Support the recruiting, hiring, and training of effective teachers, including teachers who became certified through state and local alternative routes to certification;
    - vi. Advance teacher understanding of effective instructional strategies that are;
      - I. Effective instructional strategies that are evidence-based; and
      - II. Strategies for improving student academic achievement or substantially increasing the knowledge and teaching skills of teachers;
    - vii. Are aligned with and directly related to academic goals of the school or local educational agency;
    - viii. Are developed with extensive participation of teachers, principals, other school leaders, parents, representatives of Indian tribes (as applicable) and administrators of schools to be served under this Act;
    - ix. Are designed to give teachers of English learners, and other teachers and instructional staff, the knowledge and skills to provide instruction and appropriate language and academic support services to those children, including the appropriate use of curricula and assessments;
    - x. To the extent appropriate, provide training for teachers, principals and other school leaders in the use of technology so that technology and technology applications are effectively used in the classroom to improve teaching and learning in the curricula and academic subjects in which the teachers teach;
    - xi. As a whole, are regularly evaluated for their impact on increased teacher effectiveness and improved student academic achievement with the findings of the evaluations used to improve the quality of professional development;
    - xii. Are designed to give teachers of children with disabilities or children with developmental delays, and other teachers and instructional staff, the knowledge and skills to provide instruction and academic support services, to those children, including positive behavioral interventions and supports, multi-tier system of supports, and use of accommodations;
    - xiii. Include instruction in the use of data and assessments to inform and instruct classroom practice;
    - xiv. Include instruction in ways that teachers, principals, pupil services personnel, and school administrators may work more effectively with parents and families;
    - xv. Involve the forming of partnerships with institutions of higher education to establish school-based teacher training programs that provide prospective teachers and beginning teachers with an opportunity to work under the guidance of experienced teachers and college faculty;
    - xvi. Create programs to enable paraprofessionals (assisting teachers employed by an LEA

**Texas Education Agency  
General Provisions and Assurances  
EXHIBIT D**

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

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

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

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

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

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

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

Revised 05/2017

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

**INTERLOCAL CONTRACT  
BETWEEN  
HARRIS COUNTY DEPARTMENT OF EDUCATION  
AND  
SOUTHWEST SCHOOLS**

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Contract ("Contract") is entered into by and between Harris County Department of Education ("HCDE") and **Southwest Schools** ("CHARTER") for the purpose of providing 21<sup>st</sup> Century Community Learning Centers/Texas ACE Cycle 9 Year 4 ("afterschool program") at select site(s) within the CHARTER.

**I. PURPOSE**

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

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

services in core academic areas, e.g. reading and literacy, mathematics, and science.

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

## **II. TERM**

This Contract shall be for the period beginning August 1, 2019 and ending July 31, 2020. Subject to the receipt of sufficient funds from the Texas Education Agency for 21<sup>st</sup> Century Community Learning Centers by HCDE and HCDE's written approval, this Contract may be renewed for additional year(s).

## **III. PROGRAM DESCRIPTION AND REQUIREMENTS**

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

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

1. Assist in the preparation of contracts, financial reports, requisitions, and inventory;

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

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

26. Provide a minimum of 5% of leveraging funds, including in-kind, to further support the Texas ACE Cycle 9 program.

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



verification of employment status for employees, receipts and invoices for supplies, and copies of contracts for contracted services purchased.

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

since the beginning of the year. The CHARTER will also report all sources of funding for the program(s) and the total cost of the program(s) to HCDE.

- N. The CHARTER agrees to obtain and assess criminal history record information for each employee or volunteer used in the Center(s) and to use only those persons fit to work with students.
- O. CHARTER agrees that it will comply with the assurances, certifications, and disclosures provided by Texas Education Agency, including the "General Provisions & Assurances," "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions," "Lobbying Certification", "Disclosures of Lobbying Activities", "Every Student Succeeds Act (ESSA) Provisions and Assurances" and "Program-Specific Provisions & Assurances", which are attached hereto as Exhibit D and incorporated by reference into this Contract.
- P. The CHARTER further agrees that it will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protections Agency regulations (40 CFR part 15), and mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- Q. The CHARTER agrees that the certifications and agreements included in the HCDE Vendor Certification Forms, attached hereto as Exhibit A and incorporated by reference in the agreement for all purposes, is true and correct.
- R. The CHARTER agrees to provide the after-school program to at least the number of students and parents indicated on Exhibit C attached to the Contract. The CHARTER further agrees that if any time after November 18, 2019, the HCDE CASE for Kids Director determines that there is less than 60% of the agreed upon students and/or parents in the afterschool program (the numbers on Exhibit C), HCDE may take up to one-third of the budget (Exhibit B of the Contract) that it would have otherwise paid to the CHARTER and use those funds, in HCDE's discretion, to try to increase student and/or parent participation. The CHARTER agrees and understands that this will result in a receipt by the CHARTER of up to one-third less funds than the CHARTER would have received under the Contract as specified in Exhibit B. Upon January 1, 2020, If less than 50% of the budget is not allocated for program expenditures, HCDE reserves the right to reduce the operating budget for the spring term and in subsequent grant years, if applicable,

#### **IV. COMPENSATION AND FUNDING**

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

- \$138,976.00 for providing the Center in accordance with Section III at Southwest Discovery/Empowermen High School

The CHARTER must submit an itemized monthly statement detailing expenses with supporting documentation for the Center(s) in order to receive payment of these expenses. HCDE will pay the CHARTER within 60 days of receiving sufficient funds as described below. Only invoices for allowable expenses, per grant fiscal guidelines, incurred during the term of this Contract will be paid by HCDE. The CHARTER waives any statutory right to interest the CHARTER may have under Chapter 2251 of the Texas Government Code. The CHARTER may be eligible for a prorated amount, in HCDE's sole discretion, if the CHARTER is unable to maintain its Center(s) in accordance with the site description. Included in these requirements are: the number of Centers in the CHARTER where the Center programs are provided; and the number of students and adults served in the CHARTER by the Center programs; fulfillment of the total number of days of providing service. It is expected that the Center will expend a minimum of 90% of total grant award. The CHARTER agrees that if any time after January 31, 2020, the HCDE CASE for Kids Director determines that the CHARTER does not have realistic action plan to expend at least 90% of the grant award amount, HCDE may take up to one-third of the budget (Exhibit B) that would have otherwise paid to the CHARTER and use those funds, in HCDE's discretion, to allocate allowable expenses to support the afterschool program, in accordance to the grant fiscal guidelines and procedures. HCDE will notify the CHARTER at least two weeks prior to re-allocation of funds from the CHARTER in support of the afterschool program.

The CHARTER acknowledges that federal funds will be used to pay for all or a portion of funds due under this Contract and that this Contract is only effective upon receipt of the Notice of Grant Award ("NOGA") by HCDE from the awarding agency. As such, if HCDE does not receive sufficient funding for the obligations provided in this Contract, HCDE may terminate this Contract without penalty or further obligation to the CHARTER, at any time upon written notice to the CHARTER. The expenses incurred in accordance with this Contract shall be wholly funded by the Texas ACE Program.

## **VI. PIGGYBACKING ON HCDE-PROCURED CONTRACTS**

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

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

not responsible or liable for the performance of any vendor used by the District as a result of this Agreement or the District's piggybacking off of one of HCDE's contracts with Direct Service Providers.

## **V. RELATIONSHIP**

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

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

## **VI. TERMINATION**

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

## **VII. AUTHORIZATION**

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

## **VIII. NOTICE**

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

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

Attention: Ms. Janelle James  
Southwest Schools  
3333 Bering Dr.  
Houston, Texas 77057

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

#### **IX. GOVERNING LAW**

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

#### **X. VENUE**

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

#### **XI. ENTIRE AGREEMENT**

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

#### **XII. AMENDMENT**

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

#### **XIII. ASSIGNMENT**

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

#### **XIV. SEVERABILITY**

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

#### **XV. BENEFIT FOR SIGNATORY PARTIES ONLY**

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

#### **XVI. IMMUNITIES**

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_ the Year 2019.

By:

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

By:

  
\_\_\_\_\_  
Ms. Janelle James  
Superintendent  
Southwest Schools Independent School District

## EXHIBIT B

Southwest Schools/Southwest MS	
CASE for Kids 21st Century/Texas ACE Cycle 9, Year 4 Budget	

### Personnel -- 6100

Site Director	\$ 54,000
School Year Certified Teachers	\$ 2,000
Summer Certified Teachers	\$ 3,000
<b>Payroll</b>	<b>\$ 59,000</b>
Fringe Benefits	\$ 6,933
<b>Total Payroll Costs 6100</b>	<b>\$ 65,933</b>

### Professional & Contractual Services -- 6200

Topic: Professional Development	\$ 1,000
Topic: Academic Assistance	\$ 15,000
Topic: College & Career Readiness	\$ 15,000
Topic: Enrichment	\$ 15,000
Topic: Family & Parental Engagement	\$ 14,691
<b>Total Professional &amp; Contractual Services 6200</b>	<b>\$ 60,691</b>

### Materials & Supplies -- 6300

Site Coordinator Office Supplies	\$ 2,555
Family Engagement Supplies	\$ 250
Program Supplies- Home and Family	\$ 1,000
Program Supplies - STEAM	\$ 1,000
Program Supplies - Fine Arts	\$ 1,000
<b>Total Materials &amp; Supplies 6300</b>	<b>\$ 5,805</b>

### Other Operating Costs -- 6400

Fieldtrip Transportation	\$ 2,000
Fieldtrip Admission	\$ 1,000
Snacks for Family Engagement	\$ 1,047
Site Coordinator Mileage (\$.54 per mile)	\$ 500
In-state Conference (OSTICON)	\$ 2,000
<b>Total Other Operating Costs 6400</b>	<b>\$ 6,547</b>

<b>Total:</b>	<b>\$ 138,976</b>
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## EXHIBIT C

### CENTER INFORMATION

Ctr #	9 Digit campus ID #	Name of Center/Host Site	Physical Address	City	Zip	Phone Number	# of Feeder Schools	Grade Levels Served (PK to 12)	# Students Served	# Adults Served
C9	101838041	Southwest Middle School	6400 Westpark Suite 200	Houston	77057	713-954-9528	2	6-9	82	40

#### Part 3: Center Operations Chart (one per Center)

Center 9 Name: Southwest Middle School													
Program Operations					Fall Term		Spring Term		Summer Term		Total		
Start Date (MM/DD/YY):					08/19/19		12/09/2019		06/03/20				
End Date (MM/DD/YY):					12/06/19		05/28/2020		07/15/20				
Total number of weeks (offering minimum # of weekly program hours)					13		20		6		39		
Program Schedule/Hours													
Day of the Week		Fall Term				Spring Term				Summer Term			
		AM Start	AM End	PM Start	PM End	AM Start	AM End	PM Start	PM End	AM Start	AM End	PM Start	PM End
Sunday													
Monday				4:00	6:00			4:00	6:00	8:00			1:00
Tuesday				4:00	6:00			4:00	6:00	8:00			1:00
Wednesday				1:30	6:00			1:30	6:00	8:00			1:00
Thursday				4:00	6:00			4:00	6:00	8:00			1:00
Friday				4:00	6:00			4:00	6:00				
Saturday													
Total Hours Per Week		12				12				16			
Number of Saturdays Per Month:													



**Texas Education Agency  
General Provisions and Assurances  
EXHIBIT D**

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

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

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

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

**Texas Education Agency**  
**General Provisions and Assurances**  
**EXHIBIT D**

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

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

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

**Texas Education Agency**  
**General Provisions and Assurances**  
**EXHIBIT D**

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

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

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

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

Texas Education Agency  
General Provisions and Assurances  
**EXHIBIT D**

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

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

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

Texas Education Agency  
General Provisions and Assurances  
**EXHIBIT D**

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

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

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

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

- v. **Unfair Business Practices:** By signing this Subaward, the Subrecipient, if other than a state Agency, certifies that the Subrecipient, within the preceding 12 months, has not been found guilty, in a judicial or state Agency administrative proceeding, of unfair business practices. The Subrecipient, if other than a state Agency, also certifies that no officer of its company has, within the preceding 12 months, served as an officer in another company which has been found, in a judicial or state Agency administrative proceeding, to be guilty of unfair business practices.
- The Subrecipient, whether a state Agency or not a state Agency, certifies that no funds provided under this Subaward shall be used to purchase supplies, equipment, or services from any companies found to be guilty of unfair business practices within 12 months from the determination of guilt.
- w. **Subcontracting:** The Subrecipient shall not assign or subcontract any of its rights or responsibilities under this Subaward, except as may be otherwise provided for in this Application, without prior formal written approval Granted as an Amendment to this Subaward properly executed by both the Agency and the Subrecipient.
- x. **Use of Consultants:** Notwithstanding any other provision of this Application, Applicant shall not use or pay any consultant in the conduct of this Application if the services to be rendered by any such consultant can be provided by Applicant's employees.
- y. **Disposition of Equipment and Supplies:** If Capital Expenditures are used to purchase Capital Assets, the Subrecipient must request disposition instructions from the Agency before disposing of the equipment and/or supplies. Disposition will be made in accordance with 2 CFR §§200.313 and 200.314 as applicable.
- z. **Agency Property (Terms):** In the event of loss, damage, or destruction of any property owned by or loaned by the Agency while in the custody or control of the Subrecipient, its employees, agents, consultants, or subcontractors, the Subrecipient shall indemnify the Agency and pay to the Agency the full value of or the full cost of repair or replacement of such property, whichever is the greater, within 30 days of the Subrecipient's receipt of written notice of the Agency's determination of the amount due. This provision applies whether the property is developed or purchased by the Subrecipient pursuant to this Subaward or is provided by the Agency to the

Texas Education Agency  
General Provisions and Assurances  
**EXHIBIT D**

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

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

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

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

Texas Education Agency  
General Provisions and Assurances  
**EXHIBIT D**

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

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

**FF. Federal Regulations Applicable to All Federal Programs:**

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

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

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

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



**Texas Education Agency**  
**General Provisions and Assurances**  
**EXHIBIT D**

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

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

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

- II. **Family Code Applicability:** With its signature on Schedule #1 of the paper Application or by certifying and submitting the eGrants Application, the Subrecipient, if other than a state Agency, certifies that under Section 231.006, Family Code, that the Subrecipient is not ineligible to receive payment under this Subaward and acknowledges that this Subaward may be terminated and payment may be withheld if this certification is inaccurate. TEA reserves the right to terminate this Subaward if the Subrecipient is found to be ineligible to receive payment. If the Subrecipient is found to be ineligible to receive payment and the Subaward is terminated, the Subrecipient is liable to TEA for attorney's fees; the costs necessary to complete the Subaward, including the cost of advertising and awarding a second Subaward; and any other damages or relief provided by law or equity.
- JJ. **Interpretation:** In the case of conflicts arising in the interpretation of wording and/or meaning of various sections, parts, appendices, General Provisions and Assurances, Program-Specific Provisions and Assurances, exhibits, attachments, or other documents, the TEA Subaward and its General Provisions and Assurances, Program-Specific Provisions and Assurances, appendices, Errata, and General and Fiscal Guidelines shall take precedence over all other documents that are 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



**Texas Education Agency  
General Provisions and Assurances  
EXHIBIT D**

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

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

Revised 02/2019

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

**Texas Education Agency**  
**General Provisions and Assurances**  
**EXHIBIT D**

**Statutory & Program Assurances**

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

- The applicant provides assurance that program funds will supplement (increase the level of service), and not supplant (replace) state mandates, State Board of Education rules, and activities previously conducted with state or local funds. The applicant provides assurance that state or local funds may not be decreased or diverted for other purposes merely because of the availability of these funds. The applicant provides assurance that program services and activities to be funded from this grant will be supplementary to existing services and activities and will not be used for any services or activities required by state law, State Board of Education rules, or local policy.
- The applicant provides assurance that the application does not contain any information that would be protected by the Family Educational Rights and Privacy Act (FERPA) from general release to the public.
- The applicant provides assurance they accept and will comply with No Child Left Behind Act Provisions and Assurances requirements.
- The applicant provides assurance they accept and will comply with Every Student Succeeds Act Provisions and Assurances requirements.
- The applicant provides assurance that proof of nonprofit status will be submitted with the grant application, if applicable.
- The applicant provides assurance that the program will take place in a safe facility that is properly equipped and accessible to participants and family members.
- The applicant provides assurance that the proposed program was developed, and will be carried out in active collaboration with the schools that participating students attend, including through the sharing of relevant data among schools, all participants of the eligible entity, and any partnership entities in compliance with applicable laws relating to privacy and confidentiality and in alignment with the challenging state academic standards and any local academic standards.
- The applicant provides assurance that the program will target students who primarily attend schools eligible for schoolwide programs under ESEA as amended by ESSA, Section 1114, and the families of such students.
- The applicant will adhere to the level of services in the approved application and in the agreed-upon center operation schedules and will provide those services to eligible students through this and all continuation and renewal grant periods, as applicable. Applicant acknowledges that proposed amendments that reduce the level of services to below the Year 1 awarded application will be approved only in extreme or unusual circumstances and that failure to adhere to service levels and student targets will result in reduced funding during the subsequent continuation grant period. Grant funds remaining unexpended at the end of the expenditure reporting period for the grant award will not be made available by TEA to supplement continuation grant awards.
- The applicant provides assurance that services for students and families will begin no earlier than August 1, 2019, and no later than September 3, 2019.
- The applicant assures that services will be provided at no cost to participants. Applicants are prohibited from collecting fees, including late pickup fees or any other fee.
- The applicant assures that activities will be supervised at all times by qualified staff at adult to student ratios that meet or exceed TEC Chapter 25, Subchapter D requirements or other state required ratios as applicable.
- The applicant will adhere to a TEA-approved schedule that meets or exceeds program service requirements at each center and that provides a consistent and dependable schedule of weekly activities for all students enrolled.
  - A minimum of 35 weeks per year across all terms, including summer. TEA will count only the weeks in which a center offered the minimum number of hours-per-week toward the 35-week total. Make-up hours will be credited. The week runs from Sunday through Saturday.
  - A minimum of four days per week for the fall and spring terms
  - A minimum of 12 hours per week (applicants should not propose to offer more than 20 hours of programming per week). Note: Transportation time that exceeds 30 minutes per-day shall not be counted towards minimum hours-per-week of programming.
  - A minimum of six weeks and four hours per day, four days per week during the summer term. Continuous weeks are not required. Applicants may offer four weeks of summer programming during the grant period that ends July 31, 2020, but if approved, the grantee must offer two weeks of summer programming in the subsequent continuation period between August 1, 2020, and the first student attendance day for the 2020 - 2021 school year.
  - Hours dedicated to program activities for adult family members will not count toward student programming.
- The applicant assures that center-level activities will be a minimum of 45 consecutive minutes in length and planned for each hour that a center is operating. Activities will be intentionally designed to address student needs and student

**Texas Education Agency**  
**General Provisions and Assurances**  
**EXHIBIT D**

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

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

**Texas Education Agency  
General Provisions and Assurances  
EXHIBIT D**

- how the program is designed to address documented needs of the community;
  - the level of experience or promise of success in providing educational and related activities that will complement and enhance academic performance, achievement, and positive youth development of the students;
  - using volunteers in activities carried out through the learning center; and
  - how the community learning center will continue after funding ends.
- By submitting the application for continuation funding, the applicant agrees to comply with all of the requirements stated in the Year 1 Request for Application and subsequent continuation applications. The applicant also agrees to adhere to the peer-reviewed descriptions and plans for carrying out the program requirements in the original approved application, continuation applications, and any TEA-approved amendments to the applications.
  - The applicant provides assurance that it will not generate program income as a result of the federal grant, including collecting fees of any kind. The applicant further acknowledges that program income that is collected prior to approval of TEA and the United States Department of Education will result in a reduction of the grant award by the amount of program income and that any program income generated must be used only for allowable program costs during the award period in which the income was generated.
  - The applicant will comply with all requirements in the original grant application not superseded by subsequent amendments, continuation grant requirements, or written program policies and guidance.
  - The applicant provides assurance that it will annually conduct a needs assessment and an updated program implementation plan based on the results of the annual needs assessment.
  - Applicant provides assurance to adhere to all Performance Measures, as noted in the 2019-2020 Texas 21st Century Community Learning Centers, Cycle 9, Year 4, Program Guidelines, and shall provide the Texas Education Agency, upon request, any performance data necessary to assess the success of the program.

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

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

**Texas Education Agency**  
**General Provisions and Assurances**  
**EXHIBIT D**

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

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

**Texas Education Agency**  
**General Provisions and Assurances**  
**EXHIBIT D**

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

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

Texas Education Agency  
General Provisions and Assurances  
**EXHIBIT D**

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

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

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

**Texas Education Agency**  
**General Provisions and Assurances**  
**EXHIBIT D**

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

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

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



**Texas Education Agency**  
**General Provisions and Assurances**  
**EXHIBIT D**

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

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

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

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

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

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

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

Revised 05/2017

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

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return) <b>Educational Leadership, Inc</b>	
Business name/disregarded entity name, if different from above <b>Southwest Schools</b>	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	
<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) <b>3333 Bering Drive</b>	Requester's name and address (optional)
City, state, and ZIP code <b>Houston, TX 77057</b>	
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-					

Employer identification number								
7	6	--	0	5	7	7	5	1

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here    Signature of U.S. person 

Date ▶ 01/19/2018

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

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

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Contract ("Contract") is entered into by and between Harris County Department of Education ("HCDE") and **Spring** Independent School District ("ISD") for the purpose of providing 21<sup>st</sup> Century Community Learning Centers/Texas ACE **Cycle 9 Year 4** ("afterschool program") at select site(s) within the ISD.

**I. PURPOSE**

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

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

services in core academic areas, e.g. reading and literacy, mathematics, and science.

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

## **II. TERM**

This Contract shall be for the period beginning August 1, 2019 and ending July 31, 2020. Subject to the receipt of sufficient funds from the Texas Education Agency for 21<sup>st</sup> Century Community Learning Centers by HCDE and HCDE's written approval, this Contract may be renewed for additional year(s).

## **III. PROGRAM DESCRIPTION AND REQUIREMENTS**

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

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

1. Assist in the preparation of contracts, financial reports, requisitions, and inventory;

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

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

26. Provide a minimum of 5% of leveraging funds, including in-kind, to further support the Texas ACE Cycle 9 program.

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

for employees, receipts and invoices for supplies, and copies of contracts for contracted services purchased.

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



since the beginning of the year. The ISD will also report all sources of funding for the program(s) and the total cost of the program(s) to HCDE.

- N. The ISD agrees to obtain and assess criminal history record information for each employee or volunteer used in the Center(s) and to use only those persons fit to work with students.
- O. ISD agrees that it will comply with the assurances, certifications, and disclosures provided by Texas Education Agency, including the "General Provisions & Assurances," "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions," "Lobbying Certification", "Disclosures of Lobbying Activities", "Every Student Succeeds Act (ESSA) Provisions and Assurances" and "Program-Specific Provisions & Assurances", which are attached hereto as Exhibit D and incorporated by reference into this Contract.
- P. The ISD further agrees that it will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protections Agency regulations (40 CFR part 15), and mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- Q. The ISD agrees that the certifications and agreements included in the HCDE Vendor Certification Forms, attached hereto as Exhibit A and incorporated by reference in the agreement for all purposes, is true and correct.
- R. The ISD agrees to provide the after-school program to at least the number of students and parents indicated on Exhibit C attached to the Contract. The ISD further agrees that if any time after November 18, 2019, the HCDE CASE for Kids Director determines that there is less than 60% of the agreed upon students and/or parents in the afterschool program (the numbers on Exhibit C), HCDE may take up to one-third of the budget (Exhibit B of the Contract) that it would have otherwise paid to the ISD and use those funds, in HCDE's discretion, to try to increase student and/or parent participation. The ISD agrees and understands that this will result in a receipt by the ISD of up to one-third less funds than the ISD would have received under the Contract as specified in Exhibit B. Upon January 1, 2020, If less than 50% of the budget is not allocated for program expenditures, HCDE reserves the right to reduce the operating budget for the spring term and in subsequent grant years, if applicable,

#### **IV. COMPENSATION AND FUNDING**

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

- \$138,976.00 for providing the Center in accordance with Section III at Bammel Middle School

The ISD must submit an itemized monthly statement detailing expenses with supporting documentation for the Center(s) in order to receive payment of these expenses. HCDE will

pay the ISD within 60 days of receiving sufficient funds as described below. Only invoices for allowable expenses, per grant fiscal guidelines, incurred during the term of this Contract will be paid by HCDE. The ISD waives any statutory right to interest the ISD may have under Chapter 2251 of the Texas Government Code. The ISD may be eligible for a prorated amount, in HCDE's sole discretion, if the ISD is unable to maintain its Center(s) in accordance with the site description. Included in these requirements are: the number of Centers in the ISD where the Center programs are provided; and the number of students and adults served in the ISD by the Center programs; fulfillment of the total number of days of providing service. It is expected that the Center will expend a minimum of 90% of total grant award. The ISD agrees that if any time after January 31, 2020, the HCDE CASE for Kids Director determines that the ISD does not have realistic action plan to expend at least 90% of the grant award amount, HCDE may take up to one-third of the budget (Exhibit B) that would have otherwise paid to the ISD and use those funds, in HCDE's discretion, to allocate allowable expenses to support the afterschool program, in accordance to the grant fiscal guidelines and procedures. HCDE will notify the ISD at least two weeks prior to re-allocation of funds from the ISD in support of the afterschool program.

The ISD acknowledges that federal funds will be used to pay for all or a portion of funds due under this Contract and that this Contract is only effective upon receipt of the Notice of Grant Award ("NOGA") by HCDE from the awarding agency. As such, if HCDE does not receive sufficient funding for the obligations provided in this Contract, HCDE may terminate this Contract without penalty or further obligation to the ISD, at any time upon written notice to the ISD. The expenses incurred in accordance with this Contract shall be wholly funded by the Texas ACE Program.

## **VI. PIGGYBACKING ON HCDE-PROCURED CONTRACTS**

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

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

## **V. RELATIONSHIP**

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

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

## **VI. TERMINATION**

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

## **VII. AUTHORIZATION**

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

## **VIII. NOTICE**

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

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

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

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

#### **IX. GOVERNING LAW**

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

#### **X. VENUE**

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

#### **XI. ENTIRE AGREEMENT**

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

#### **XII. AMENDMENT**

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

#### **XIII. ASSIGNMENT**

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

#### **XIV. SEVERABILITY**

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

#### **XV. BENEFIT FOR SIGNATORY PARTIES ONLY**

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

#### **XVI. IMMUNITIES**

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_ the Year 2019.

By:

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

By:

  
\_\_\_\_\_  
Dr. Rodney Watson  
Superintendent  
Spring Independent School District

 9-17-19  
\_\_\_\_\_  
Ann Westbrooks, Chief Financial Officer  
Spring Independent School District

APPROVED AS TO FORM ONLY

  
\_\_\_\_\_  
BY: Jeremy Binkley  
Spring Independent School District

## EXHIBIT B

### Spring ISD/Bammel MS

CASE for Kids 21st Century/Texas ACE Cycle 9, Year 4 Budget

#### Personnel -- 6100

Site Director	\$ 54,000
Other Administrative Staff	\$ 10,000
School Year Certified Teachers	\$ 30,000
Summer Certified Teachers	\$ 8,676
School Year Para-professionals	\$ 5,000
Summer Para-professionals	\$ 2,500
<b>Total Payroll Costs 6100</b>	<b>\$ 110,176</b>

#### Professional & Contractual Services -- 6200

Professional Development	\$ 200
Topic: Enrichment	\$ 4,000
Topic: Family & Parental Engagement	\$ 900
<b>Total Professional &amp; Contractual Services 6200</b>	<b>\$ 5,100</b>

#### Materials & Supplies -- 6300

Site Coordinator Office Supplies	\$ 500
Family Engagement Supplies	\$ 500
Program Consumable Supplies	\$ 2,000
<b>Total Materials &amp; Supplies 6300</b>	<b>\$ 3,000</b>

#### Other Operating Costs -- 6400

School Year Transportation	\$ 15,000
Summer Program Transportation	\$ 3,000
Fieldtrip Transportation	\$ 350
Fieldtrip Admission	\$ 150
Snacks for Family Engagement	\$ 500
In-state Conference (OSTICON)	\$ 700
Out-of-state Conference	\$ 1,000
<b>Total Other Operating Costs 6400</b>	<b>\$ 20,700</b>

<b>Total:</b>	<b>\$ 138,976</b>
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# EXHIBIT C

## CENTER INFORMATION

Ctr #	9 Digit campus ID #	Name of Center/Host Site	Physical Address	City	Zip	Phone Number	# of Feeder Schools	Grade Levels Served (PK to 12)	# Students Served	# Adults Served
210	101919046	Bammel Middle School	16711 Ella Boulevard.	Houston	77090	713-967-8200	1	6-8	82	40

### Part 3: Center Operations Chart (one per Center)

Center 10 Name: Bammel Middle School													
Program Operations					Fall Term		Spring Term		Summer Term		Total		
Start Date (MM/DD/YY):					09/03/2019		12/09/2019		06/01/2020				
End Date (MM/DD/YY):					12/06/2019		05/15/2020		07/09/2020				
Total number of weeks (offering minimum # of weekly program hours)					13		17		6		39		
Program Schedule/Hours													
Day of the Week		Fall Term				Spring Term				Summer Term			
		AM Start	AM End	PM Start	PM End	AM Start	AM End	PM Start	PM End	AM Start	AM End	PM Start	PM End
Sunday													
Monday		7:30	8:15	4:30	6:45	7:30	8:15	4:30	6:45	8:30			12:30
Tuesday		7:30	8:15	4:30	6:45	7:30	8:15	4:30	6:45	8:30			12:30
Wednesday		7:30	8:15	4:30	6:45	7:30	8:15	4:30	6:45	8:30			12:30
Thursday		7:30	8:15	4:30	6:45	7:30	8:15	4:30	6:45	8:30			12:30
Friday		7:30	8:15			7:30	8:15						
Saturday													
Total Hours Per Week		12.75				12.75				16			
Number of Saturdays Per Month:													

**Texas Education Agency  
General Provisions and Assurances  
EXHIBIT D**

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

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

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

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



**Texas Education Agency**  
**General Provisions and Assurances**  
**EXHIBIT D**

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

- **Capital Expenditures:** Expenditures to acquire Capital Assets or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to Capital Assets that materially increase their value or useful life. (2 CFR §200.13)
  - **Protected Personally Identifiable Information (PII):** An individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII that is required by law to be disclosed (2 CFR §200.82)
- B. **Contingency:** The agreement represented by this Subaward is executed by the Agency subject to the availability of funds appropriated by legislative act for the purposes stated. All Amendments and/or extensions or subsequent Subaward agreements entered into for the same or continued purposes are executed contingent upon the availability of appropriated funds. Notwithstanding any other provision in this Subaward agreement or any other document, this Subaward agreement is void upon appropriated funds becoming unavailable. In addition, this Subaward agreement may be terminated by the Agency at any time for any reason upon notice to the Subrecipient. Expenditures and/or activities for which the Subrecipient may claim reimbursement shall not be accrued or claimed subsequent to receipt of such notice from the Agency. This Subaward agreement may be extended or otherwise amended only by formal written Amendment properly executed by both the Agency and the Subrecipient. No other agreement, written or oral, purporting to alter or amend this Subaward shall be valid.
- C. **Subrecipient's Application:** Furnished to the Agency in response to a request for Application, is incorporated in this Subaward by reference for all necessary purposes. It is specifically provided; however, that the provisions of this Subaward shall prevail in all cases of conflict arising from the terms of the Subrecipient's Application whether such Application is a written part of this Subaward or is attached as a separate document.
- D. **Requirements, Terms, Conditions, and Assurances:** Stated in the Request for Application, in response to which the Applicant is submitting this Application, and are incorporated herein by reference for all purposes. The instructions to the Standard Application System, as well as the General and Fiscal Guidelines and Program Guidelines, are incorporated herein by reference.
- E. **Signature Authority; Final Expression; Superseding Document:** The Applicant certifies that the person signing or certifying and submitting this Application has been properly delegated this authority. The Subaward represents the final and complete expression of the terms of agreement between the parties. The Subaward supersedes any previous understandings or negotiations between the parties. Any representations, oral statements, promises, or warranties that differ from the Subaward shall have no force or effect. The Subaward may be modified, amended, or extended only by formal written Amendment properly executed by both TEA and the Subrecipient.
- F. **State of Texas Laws:** In the conduct of the Subaward Project, the Subrecipient shall be subject to Texas State Board of Education and Commissioner rules pertaining to this Subaward and the Subaward Project and to the laws of the State of Texas governing this Subaward and the Subaward Project. This Subaward constitutes the entire agreement between the Agency and the Subrecipient for the accomplishment of the Subaward Project. This Subaward shall be interpreted according to the laws of the State of Texas except as may be otherwise provided for in this Subaward.
- G. **Monitoring:** Desk reviews, on-site monitoring reviews, arranging for agreed-upon-procedures engagements, and training and technical assistance on program-related matters may be conducted by the Agency to determine compliance with the approved Application and the applicable statute(s), law(s), regulations, and guidelines. TEA conducts federal fiscal Grant Subrecipient monitoring and compliance reviews, and implements related remedies for noncompliance, in accordance with its established policies and procedures. These policies and procedures incorporate best practices and standards that may be similar to common auditing standards, but the Agency does not apply a specific set of external standards, such as the US Government Accountability Office's Generally Accepted Government Auditing Standards (Yellow Book), nor is it required to do so.
- H. **Specific Conditions:** If TEA identifies, in its sole determination, a grantee as posing a level of risk identified by the agency's risk criteria, the grantee has a history of failure to comply with the terms and conditions of the

Texas Education Agency  
General Provisions and Assurances  
EXHIBIT D

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

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

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

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

Texas Education Agency  
General Provisions and Assurances  
EXHIBIT D

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

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

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

Texas Education Agency  
General Provisions and Assurances  
EXHIBIT D

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

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

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

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

- V. **Unfair Business Practices:** By signing this Subaward, the Subrecipient, if other than a state Agency, certifies that the Subrecipient, within the preceding 12 months, has not been found guilty, in a judicial or state Agency administrative proceeding, of unfair business practices. The Subrecipient, if other than a state Agency, also certifies that no officer of its company has, within the preceding 12 months, served as an officer in another company which has been found, in a judicial or state Agency administrative proceeding, to be guilty of unfair business practices.
- The Subrecipient, whether a state Agency or not a state Agency, certifies that no funds provided under this Subaward shall be used to purchase supplies, equipment, or services from any companies found to be guilty of unfair business practices within 12 months from the determination of guilt.
- W. **Subcontracting:** The Subrecipient shall not assign or subcontract any of its rights or responsibilities under this Subaward, except as may be otherwise provided for in this Application, without prior formal written approval Granted as an Amendment to this Subaward properly executed by both the Agency and the Subrecipient.
- X. **Use of Consultants:** Notwithstanding any other provision of this Application, Applicant shall not use or pay any consultant in the conduct of this Application if the services to be rendered by any such consultant can be provided by Applicant's employees.
- Y. **Disposition of Equipment and Supplies:** If Capital Expenditures are used to purchase Capital Assets, the Subrecipient must request disposition instructions from the Agency before disposing of the equipment and/or supplies. Disposition will be made in accordance with 2 CFR §§200.313 and 200.314 as applicable.
- Z. **Agency Property (Terms):** In the event of loss, damage, or destruction of any property owned by or loaned by the Agency while in the custody or control of the Subrecipient, its employees, agents, consultants, or subcontractors, the Subrecipient shall indemnify the Agency and pay to the Agency the full value of or the full cost of repair or replacement of such property, whichever is the greater, within 30 days of the Subrecipient's receipt of written notice of the Agency's determination of the amount due. This provision applies whether the property is developed or purchased by the Subrecipient pursuant to this Subaward or is provided by the Agency to the

Texas Education Agency  
General Provisions and Assurances  
EXHIBIT D

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

- AA. **Travel Costs:** Amounts authorized for maximum recovery for travel costs against any state or federal funding source are restricted to those amounts which are approved in the State of Texas appropriations bill in effect for the particular obligation. Any amount over this limit must come from local funding sources. Applicant must recover funds at a lesser rate if local policy amounts are less than the maximum allowed by the state. Out-of-state travel may not exceed the federal government rate for the locale. Reimbursement of travel costs is based on actual expenses. Travel allowances are unallowable.
- BB. **Funds for Religious Worship, Instruction:** No funds will be used to pay for religious worship, instruction, or proselytization, or for any equipment or supplies for such, or for any construction, remodeling, repair, operation, or maintenance of any facility or part of a facility to be used for religious worship, instruction, or proselytization (34 CFR §6.532)
- CC. **Disclosure of Gifts and Campaign Contributions:** The Grantee shall file disclosures of gifts and campaign contributions as required by State Board of Education Operating Rule 4.3, which is incorporated as if set out in full. The Grantee has a continuing obligation to make disclosures through the term of the Subaward. Failure to comply with State Board of Education Operating Rule 4.3 is grounds for canceling the Subaward agreement.
- DD. **Submission of Audit Reports to TEA:** Grantees agree to submit audit report(s) consistent with the requirements of 2 CFR Part 200, Subpart F of EDGAR, including the reporting package described in §200.512, to the Federal Audit Clearinghouse (FAC). Also by section 44.008 of the Texas Education Code (TEC), Grantees also agree to submit audit reports to TEA Division of Financial Compliance (DFC) in the time and manner requested by the Agency.

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

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

Texas Education Agency  
General Provisions and Assurances  
**EXHIBIT D**

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

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

**FF. Federal Regulations Applicable to All Federal Programs:**

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

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

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

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

**Texas Education Agency**  
**General Provisions and Assurances**  
**EXHIBIT D**

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

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

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

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

- II. **Family Code Applicability:** With its signature on Schedule #1 of the paper Application or by certifying and submitting the eGrants Application, the Subrecipient, if other than a state Agency, certifies that under Section 231.006, Family Code, that the Subrecipient is not ineligible to receive payment under this Subaward and acknowledges that this Subaward may be terminated and payment may be withheld if this certification is inaccurate. TEA reserves the right to terminate this Subaward if the Subrecipient is found to be ineligible to receive payment. If the Subrecipient is found to be ineligible to receive payment and the Subaward is terminated, the Subrecipient is liable to TEA for attorney's fees; the costs necessary to complete the Subaward, including the cost of advertising and awarding a second Subaward; and any other damages or relief provided by law or equity.
- JJ. **Interpretation:** In the case of conflicts arising in the interpretation of wording and/or meaning of various sections, parts, appendices, General Provisions and Assurances, Program-Specific Provisions and Assurances, exhibits, attachments, or other documents, the TEA Subaward and its General Provisions and Assurances, Program-Specific Provisions and Assurances, appendices, Errata, and General and Fiscal Guidelines shall take precedence over all other documents that are 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



**Texas Education Agency**  
**General Provisions and Assurances**  
**EXHIBIT D**

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

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

Revised 02/2019

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



**Texas Education Agency**  
**General Provisions and Assurances**  
**EXHIBIT D**

**Statutory & Program Assurances**

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

- The applicant provides assurance that program funds will supplement (increase the level of service), and not supplant (replace) state mandates, State Board of Education rules, and activities previously conducted with state or local funds. The applicant provides assurance that state or local funds may not be decreased or diverted for other purposes merely because of the availability of these funds. The applicant provides assurance that program services and activities to be funded from this grant will be supplementary to existing services and activities and will not be used for any services or activities required by state law, State Board of Education rules, or local policy.
- The applicant provides assurance that the application does not contain any information that would be protected by the Family Educational Rights and Privacy Act (FERPA) from general release to the public.
- The applicant provides assurance they accept and will comply with No Child Left Behind Act Provisions and Assurances requirements.
- The applicant provides assurance they accept and will comply with Every Student Succeeds Act Provisions and Assurances requirements.
- The applicant provides assurance that proof of nonprofit status will be submitted with the grant application, if applicable.
- The applicant provides assurance that the program will take place in a safe facility that is properly equipped and accessible to participants and family members.
- The applicant provides assurance that the proposed program was developed, and will be carried out in active collaboration with the schools that participating students attend, including through the sharing of relevant data among schools, all participants of the eligible entity, and any partnership entities in compliance with applicable laws relating to privacy and confidentiality and in alignment with the challenging state academic standards and any local academic standards.
- The applicant provides assurance that the program will target students who primarily attend schools eligible for schoolwide programs under ESEA as amended by ESSA, Section 1114, and the families of such students.
- The applicant will adhere to the level of services in the approved application and in the agreed-upon center operation schedules and will provide those services to eligible students through this and all continuation and renewal grant periods, as applicable. Applicant acknowledges that proposed amendments that reduce the level of services to below the Year 1 awarded application will be approved only in extreme or unusual circumstances and that failure to adhere to service levels and student targets will result in reduced funding during the subsequent continuation grant period. Grant funds remaining unexpended at the end of the expenditure reporting period for the grant award will not be made available by TEA to supplement continuation grant awards.
- The applicant provides assurance that services for students and families will begin no earlier than August 1, 2019, and no later than September 3, 2019.
- The applicant assures that services will be provided at no cost to participants. Applicants are prohibited from collecting fees, including late pickup fees or any other fee.
- The applicant assures that activities will be supervised at all times by qualified staff at adult to student ratios that meet or exceed TEC Chapter 25, Subchapter D requirements or other state required ratios as applicable.
- The applicant will adhere to a TEA-approved schedule that meets or exceeds program service requirements at each center and that provides a consistent and dependable schedule of weekly activities for all students enrolled.
  - A minimum of 35 weeks per year across all terms, including summer. TEA will count only the weeks in which a center offered the minimum number of hours-per-week toward the 35-week total. Make-up hours will be credited. The week runs from Sunday through Saturday.
  - A minimum of four days per week for the fall and spring terms
  - A minimum of 12 hours per week (applicants should not propose to offer more than 20 hours of programming per week). Note: Transportation time that exceeds 30 minutes per-day shall not be counted towards minimum hours-per-week of programming.
  - A minimum of six weeks and four hours per day, four days per week during the summer term. Continuous weeks are not required. Applicants may offer four weeks of summer programming during the grant period that ends July 31, 2020, but if approved, the grantee must offer two weeks of summer programming in the subsequent continuation period between August 1, 2020, and the first student attendance day for the 2020 - 2021 school year.
  - Hours dedicated to program activities for adult family members will not count toward student programming.
- The applicant assures that center-level activities will be a minimum of 45 consecutive minutes in length and planned for each hour that a center is operating. Activities will be intentionally designed to address student needs and student

**Texas Education Agency**  
**General Provisions and Assurances**  
**EXHIBIT D**

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

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

**Texas Education Agency**  
**General Provisions and Assurances**  
**EXHIBIT D**

- how the program is designed to address documented needs of the community;
  - the level of experience or promise of success in providing educational and related activities that will complement and enhance academic performance, achievement, and positive youth development of the students;
  - using volunteers in activities carried out through the learning center; and
  - how the community learning center will continue after funding ends.
- By submitting the application for continuation funding, the applicant agrees to comply with all of the requirements stated in the Year 1 Request for Application and subsequent continuation applications. The applicant also agrees to adhere to the peer-reviewed descriptions and plans for carrying out the program requirements in the original approved application, continuation applications, and any TEA-approved amendments to the applications.
  - The applicant provides assurance that it will not generate program income as a result of the federal grant, including collecting fees of any kind. The applicant further acknowledges that program income that is collected prior to approval of TEA and the United States Department of Education will result in a reduction of the grant award by the amount of program income and that any program income generated must be used only for allowable program costs during the award period in which the income was generated.
  - The applicant will comply with all requirements in the original grant application not superseded by subsequent amendments, continuation grant requirements, or written program policies and guidance.
  - The applicant provides assurance that it will annually conduct a needs assessment and an updated program implementation plan based on the results of the annual needs assessment.
  - Applicant provides assurance to adhere to all Performance Measures, as noted in the 2019-2020 Texas 21st Century Community Learning Centers, Cycle 9, Year 4, Program Guidelines, and shall provide the Texas Education Agency, upon request, any performance data necessary to assess the success of the program.

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

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

Texas Education Agency  
General Provisions and Assurances  
EXHIBIT D

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

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

Texas Education Agency  
General Provisions and Assurances  
EXHIBIT D

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

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

Texas Education Agency  
General Provisions and Assurances  
EXHIBIT D

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

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

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

**Texas Education Agency**  
**General Provisions and Assurances**  
**EXHIBIT D**

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

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

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

**Texas Education Agency  
General Provisions and Assurances  
EXHIBIT D**

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

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

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

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

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

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

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

Revised 05/2017

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



**Regular Board Meeting****6.C.3.****Meeting Date:** November 20, 2019**Title:** CASE for Kids Partnership Project 2019-2020 Interlocal Agreements**Submitted For:** Lisa Caruthers, Case for Kids**Submitted By:** Kimberlee Flowers**Recommended Action:** Approve**HCDE Goal(s):** 3. Advocate for learners through innovation**Additional Resource Personnel:** Danielle Bartz, Dr. Lisa Caruthers, Dr. Jesus Amezcua, Bill Monroe, Kendra Jackson**Facilities/Technology Approval Needed?:** None**Information****Posted Agenda Item:**

**Interlocal (expenditure) contracts for FY 2020 CASE for Kids Partnership grant, in the aggregate amount of \$213,787 with the following entities:** Academy of Accelerated Learning (Charter) in the amount of \$60,000, and Alief Independent School District in the amount of \$153,787.

**Subject:**

CASE for Kids Partnership grant for FY 2020 Interlocals with Academy of Accelerated Learning (Charter) and Alief ISD, .

**Rationale:**

The CASE for Kids Partnership Project invests in comprehensive after-school programs that promote social and emotional learning skills (SEL) and provide increased support of numeracy and literacy development for economically disadvantaged students between the ages of 4 and 12 or up to the age of 19 with a documented disability. The Partnership Project is the result of collaboration between HCDE, the Houston-Galveston Area Council (HGAC), the Texas Workforce Commission (TWC), and awarded sites. HCDE commits local funds to invest in quality out-of-school time programming for youth. These dollars serve as matching dollars that activate a commitment of federal childcare funds for quality improvement for school-age youth through TWC allowing HCDE to provide a variety of resources to selected sites such as: site visits, training, and access to curriculum and materials through a free lending library. The following school districts and schools are recipients of the Partnership grant for the 2019 – 2020 school year:

<b>District</b>	<b>School</b>	<b>Amount</b>
Academy of Accelerated Learning	Academy of Accelerated Learning – Bellfort Campus	\$30,000
	Academy of Accelerated Learning – Chimney Rock Campus	\$30,000
Alief ISD	Budewig Intermediate	\$17,000
	Cummings Elementary	\$18,787
	Heflin Elementary	\$18,000
	Liestman Elementary	\$18,000
	Mahanay Elementary	\$18,000
	Martin Elementary	\$17,000
	Miller Intermediate	\$17,000

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Fiscal Impact	
Attachments	
AAL	
Alief ISD	

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Form Review		
Inbox	Reviewed By	Date
CASE	Lisa Caruthers	10/28/2019 05:15 PM
Purchasing Alternate	Kendra Jackson	11/04/2019 01:06 PM
Purchasing	Bill Monroe	11/04/2019 01:15 PM
Assistant Superintendent - Business	Jesus Amezcua	11/04/2019 09:46 PM
Form Started By: Kimberlee Flowers		Started On: 10/28/2019 01:23 PM
Final Approval Date: 11/04/2019		

**INTERLOCAL AGREEMENT**  
**BETWEEN**  
**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**AND**  
**ACADEMY OF ACCELERATED LEARNING INC. ("CHARTER")**

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Agreement ("Agreement") is entered into by and between Harris County Department of Education ("HCDE") and Academy of Accelerated Learning Inc. ("Charter") for the purpose of providing after-school educational program(s).

**I. PURPOSE**

The Charter agrees to provide an after-school program(s), which must include activities to support language literacy and numeracy development and promote social and emotional learning skills (SEL) during out-of-school time hours ("after-school program(s)") to students four to twelve years of age or up to the age of 19 with a documented disability. Students meeting these age requirements are referred to herein as "eligible students."

**II. TERM**

This Agreement shall be for the period beginning October 1, 2019 and ending July 31, 2020 and is subject to the receipt of sufficient funds from HCDE.

**III. AFTER-SCHOOL PROGRAM DESCRIPTION and REQUIREMENTS**

A. The Charter agrees to provide after-school program(s) to eligible students in accordance with all applicable local, state, and federal laws and regulations, including, without limitation, those promulgated by the Texas Workforce Commission ("TWC") and/or Gulf Coast Local Workforce Board. The Charter agrees to abide by all of the policies and procedures in the Center for Afterschool, Summer, and Enrichment (CASE for Kids) Manual, which is incorporated by reference into this Agreement. The Charter agrees to abide by all of the guidelines developed by HCDE in furtherance of this Agreement.

B. The Charter agrees to provide facilities and personnel necessary to provide quality improvement activities in the after-school program(s) to eligible students. The Charter will provide the after-school program(s) at the following school(s): Academy of Accelerated Learning - Bellfort Campus and Academy of Accelerated Learning - Chimney Rock Campus. Activities in the after-school program(s) will adhere to those approved and agreed upon in the Charter's application form filed with HCDE.

C. The Charter will serve the number of students and operate the number of weeks, days and hours as outlined in the application filed with HCDE. The Charter agrees to inform HCDE of any changes in the hours of the after-school program(s), the ages of children served, holidays, the name of the contact person, or any other changes to the after-school program(s) at least three weeks prior to any changes through appropriate amendment forms.

D. The Charter agrees to ensure that each program designates a program liaison, that program staff participate in an afterschool program self-assessment process using a CASE for Kids provided tool and that designated afterschool site staff attend CASE for Kids' Project meetings and a minimum of two (2) CASE sponsored or approved trainings per semester for a total of no less than four (4) CASE sponsored or approved trainings per school year.

E. The Charter agrees to incorporate specific curriculum and field experiences provided by CASE for Kids into the afterschool program.

F. The Charter agrees to affirm enrollment of students and provision of services by completing a CASE for Kids registration form for each child enrolled in the after-school program.

G. The Charter agrees to track and maintain daily attendance records for students enrolled in programs. These records must be submitted to Center for Afterschool, Summer and Enrichment (CASE for Kids) on by the 5<sup>th</sup> of each month, utilizing the attendance tracking system provided by Center for Afterschool, Summer and Enrichment.

F. The Charter agrees to expend funds received from HCDE to support language literacy and numeracy development within existing comprehensive after-school program(s). Expenditures must result from activities allowable under applicable TWC rules, including TWC rule § 809.16. The Charter agrees to submit quarterly certification of total expenditures for such after-school program(s), certifying that (a) expenditures have resulted from activities allowable under applicable TWC rules, including TWC rule § 809.16, and (b) expenditures funded through charter funds have been expended for service delivery to eligible students in the afterschool program. The Charter agrees to provide this certification on the form attached hereto as Exhibit E. The Charter shall maintain its records and accounts in a manner that shall assure a full accounting of all expenditures paid for with both funds received from HCDE and local site matching funds relating to this Agreement. The Charter agrees to provide at minimum a dollar-for-dollar cash match to the total amount of funding. The Charter may use parent fees, local tax dollars, and federal grant funds, excepting Title 1 funds, as its local site matching funds for the after-school program(s) operated in accordance with this Agreement. The Charter agrees to submit a monthly itemized report of all expenditures for the after-school program(s) funded by local site matching funds. The Charter agrees to provide this itemized expenditure report on the form attached hereto as Exhibit F. The Charter agrees to submit Exhibits E and F to HCDE by the 15<sup>th</sup> day of each month. The Charter's records and accounts shall also be retained by the Charter and made available for audit by HCDE, the Texas Workforce Commission, Gulf Coast Local Workforce Board, and/or representative(s) of those entities for a period of not less than three (3) years after the expiration or termination of this Agreement. If an audit has been announced, the Charter shall retain its records and accounts until such audit has been completed.

G. The Charter further agrees that it will comply with all terms and conditions of the U.S. Department of Health and Human Services Child Care and Development Fund grant/contract awarded to HCDE, passed through the Texas Workforce Commission/Gulf Coast Workforce Solutions Board, including all applicable laws, rules, and regulations that govern the award/contract and administration of the grant/contract. Those regulations include, but are not limited to, applicable regulations pertaining to reporting, regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under this Contract, and regulations pertaining to copyrights and rights in data. The Charter certifies compliance with all provisions, laws, acts, regulations, rules, and ordinances in the attached certifications, which are incorporated herein by reference.

H. The Charter acknowledges and agrees that it is solely responsible for all costs, wages, expenses, and fees associated with or arising from the operation of its after-school program(s).

I. The Charter agrees to cooperate with evaluation of the after-school program(s) by providing such records as STAAR scores, grades, regular school day attendance, and conduct, for eligible students in the after-school program(s) to HCDE, as well as survey results, within a reasonable time after a request by HCDE.

J. The Charter may use the funds from HCDE to enhance existing after-school program(s), but the payments from HCDE should not replace funding for an existing after-school program(s).

K. The Charter agrees to obtain and assess criminal history record information for each employee, contractor, or volunteer used in the after-school program(s) and to use only those persons fit to work with students. The Charter shall complete the "Criminal History Certification" regarding the criminal history of covered employees, attached as Exhibit B and the "Felony Conviction Notice," attached as Exhibit C and incorporated by reference herein. Noncompliance or misrepresentation regarding these certifications may be grounds for termination of this Agreement.

L. The Charter will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112), The Americans with Disabilities Act of 1990 (Public Law 101-336), The Health and Safety Code Section 85.113 (relating to workplace and confidentiality guidelines regarding AIDS and HIV), and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts. In addition, the Charter agrees to comply with Title 40, Chapter 73, of the Texas Administrative Code. These provide in part that no persons in the United States shall, on the grounds of race, color, national origin, sex, age, disability, political beliefs or religion be excluded from participation in, or denied, any aid, care, service or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination.

M. The Charter will not discriminate against children with disabilities. The Charter will also not discriminate against children with AIDS. The Charter will comply with the Health and Safety Code Section 85.113 by adopting and implementing HIV/AIDS workplace guidelines for employees and clients; by providing educational programs for employees and clients; and, by developing and implementing guidelines regarding confidentiality of HIV/AIDS related medical information for employees and clients served.

N. The Charter will comply with the requirements of The Immigration Reform and Control Act of 1986 regarding employment verification forms for any individuals hired on or after November 6, 1987, who will perform any labor or services under this agreement.

O. The Charter further agrees that it will comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protections Agency regulations (40 CFR part 15), and mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

P. The Charter agrees that the certifications and agreements included in the HCDE Vendor Certification Forms, attached hereto as Exhibit G and incorporated by reference in the agreement for all purposes, is true and correct.

#### **IV. COMPENSATION AND FUNDING**

Subject to the following paragraph, HCDE will reimburse sites up to the individual grant award amount based on expenditures for activities to support language literacy, and social emotional learning within existing comprehensive after-school program(s). Charter agrees to provide at a minimum a dollar-for-dollar match to the total amount of HCDE funding. Certification and itemization of expenditures must be received by HCDE in accordance with Section III (E) and (F) in order to receive award funds for the entire project period. Allowable match funds include parent fees, local tax dollars, foundation/grant funds and Federal funds excluding Title I. All matching contributions using federal funds require prior review and approval of the source.

Academy of Accelerated Learning - Bellfort Campus	\$30,000
Academy of Accelerated Learning - Chimney Rock Campus	\$30,000

HCDE will pay the Charter upon receipt of sufficient funds. The Charter waives any statutory right to interest the Charter may have under Chapter 2251 of the Texas Government Code.

In addition to the certification and itemization of expenditure reports required by Section III(F), the Charter shall also submit monthly invoices by the 15th of each month to HCDE. If HCDE determines, in its sole discretion, that any site of the Charter is out of compliance, HCDE may withhold funding for the month(s) that the site is out of compliance. For purposes of withholding funding, "out of compliance" means that the site is (1) not serving the required number of eligible students; (2) not operating the required number of weeks, days, or hours; (3) not providing sufficient language literacy and numeracy development activities in the after-school program; or (4) not complying with any provision of this Agreement or applicable law, rule, regulation, policy, or procedure. Additionally, if HCDE, TWC, or any other governing entity determines that the Charter's certification or itemization of expenditure reports are disallowed and HCDE must return funds to TWC or any other governing entity, the Charter shall reimburse/refund HCDE for the total amount of such funds.

Notwithstanding anything to the contrary in this Agreement, HCDE's obligation to pay as stated above is expressly contingent upon HCDE receiving local, state, and/or federal funds, if any, ("funds") designated for child care services that are sufficient to satisfy all obligations to other Charters with which HCDE contracts to provide after-school programs. In the event HCDE does not receive those funds or sufficient funds, HCDE may terminate this Agreement and will not be responsible for paying the Charter the amount specified above or for any of the costs of the after-school program(s) provided by the Charter.

## **V. PIGGYBACKING ON HCDE-PROCURED CONTRACTS**

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

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

## **VI. RELATIONSHIP**

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

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

## **VII. STUDENT RECORDS**

To the extent that HCDE will come into possession of the Charter's student records and information, and to the extent that HCDE will be involved in the survey, analysis, or evaluation of students, incidental to this Agreement, HCDE agrees to comply with all applicable requirements of the Family Educational Rights and Privacy Act. In the event that the Charter or HCDE is in possession or custody of recorded information of the other party that is the subject of the Texas Public Information Act, the recorded information will be promptly provided to the other party upon request in the event the Charter or HCDE is obligated to disclose such information pursuant to the Public Information Act.

## **VIII. TERMINATION**

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

**IX. LOCAL FUNDS**

Any local funds expended will be from current revenues available to the paying party.

**X. AUTHORIZATION**

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

**XI. NOTICE**

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

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

Academy Of Accelerated Learning Inc.  
Attention: Ms. Doris Robins  
Academy Of Accelerated Learning Inc.  
5300 N. Braeswood Suite 8  
Houston, Texas 77096

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

**XII. GOVERNING LAW**

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

**XIII. VENUE**

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

**XIV. ENTIRE AGREEMENT**

This Agreement, the RFP solicitation issued by HCDE, and the Charter's proposal/application submitted in response to HCDE's RFP solicitation, and the attached and incorporated addendum or exhibits, if any, contain the entire agreement of the parties relative to the purpose(s) of the Agreement and supercede any other representations, agreements, arrangements, negotiations, or understanding, oral or written, between the parties to this



Agreement. In the event of a conflict between this Agreement and the RFP solicitation issued by HCDE or the Charter's proposal/application submitted in response to HCDE's RFP solicitation, this Agreement shall control. In the event of a conflict between the RFP solicitation issued by HCDE and the Charter's proposal/application submitted in response to HCDE's RFP solicitation, HCDE's RFP solicitation shall control.

#### **XV. AMENDMENT**

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

#### **XVI. ASSIGNMENT**

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

#### **XVII. DEBARMENT AND SUSPENSION**

Pursuant to 7 C.F.R. 3017, during any period in which a person is suspended, debarred, proposed for debarment, ineligible, or voluntarily excluded from eligibility for covered transactions by any Federal department or agency, that person shall be excluded from any and all work hereunder that is considered a covered transaction including, but not limited to, participation in any HCDE Program or purchase of any goods or services from HCDE. Generally, work that is expected to equal or exceed the Federal procurement small purchase threshold as defined in 7 C.F.R. 3017.110 (currently \$100,000) is considered a covered transaction. With respect to work hereunder that is considered a covered transaction, the Charter agrees to comply with any and all requirements of 7 C.F.R. 3017 including, but not limited to, obtaining and/or providing the certification attached hereto as Exhibit A and providing immediate written notice upon discovery of any errors in a certification previously obtained and/or provided, as necessary for such compliance. The Charter acknowledges that, with respect to debarment and suspension, Federal law may impose additional, more specific, and/or more restrictive requirements for certain work hereunder that is considered a covered transaction; the Charter agrees to comply with any and all such requirements.

#### **XVIII. CONFLICT OF INTEREST**

HCDE is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. The Charter must complete a Conflict of Interest Questionnaire (CIQ), attached hereto as Exhibit D, whether or not a conflict of interest exists. A conflict of interest exists in the following situations:

- 1) If the vendor has an employment or other business relationship with a local government officer of HCDE or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or
- 2) If the vendor has given a local government officer of HCDE, or a family member of the officer, one or more gifts with the aggregate value of \$100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or
- 3) If the vendor has a family relationship with a local government officer of HCDE.

### XIX. SEVERABILITY

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

### XX. BENEFIT FOR SIGNATORY PARTIES ONLY


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

Executed this 30 day of September of the year 2019.

Harris County Department of Education

Academy Of Accelerated Learning Inc.

\_\_\_\_\_  
Mr. James Colbert, Jr.                      Date  
County School Superintendent

 9/30/19  
Ms. Doris Robins                      Date  
Superintendent

## EXHIBIT B

### **Criminal History Certification**

**Definitions:**

*Covered employees:* Employees who have or will have continuing duties related to the service to be performed at HCDE and have or will have direct contact with students. HCDE will be the final arbiter of what constitutes direct contact with students.

*Disqualifying criminal history:* Any conviction or other criminal history information designated by HCDE, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

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On behalf of Academy of Accelerated Learning, Inc. ("the Charter"), I certify that some or all of the Charter's employees are *covered employees*. I further certify that:

1. The Charter has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
2. If the Charter receives information that a covered employee subsequently has a disqualifying criminal history, the Charter will immediately remove the covered employee from contract duties and notify HCDE in writing within 3 business days.
3. Upon request, the Charter will provide HCDE with the name and any other requested information of covered employees so that HCDE may obtain criminal history record information on the covered employees.
4. If HCDE objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, the Charter agrees to discontinue using the covered employee to provide services pursuant to its agreement with HCDE.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

Loris Robins

Signature

9/30/19

Date

Exhibit C

**FELONY CONVICTION NOTICE**

I, the undersigned Contractor or agent for the firm named above, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge. **The Contractor must complete the following information in accordance with state law.**

*Please sign only one:*

A. My firm is a publicly-held corporation, therefore, this reporting requirement is not applicable.

Signature of Contractor \_\_\_\_\_ Date \_\_\_\_\_

**OR**

B. My firm is not owned nor operated by anyone who has been convicted of a felony.

Signature of Contractor: *Douglas Robens* Date: *9/30/19*

**OR**

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

Name of Felon(s): \_\_\_\_\_ Date: \_\_\_\_\_  
(attach additional sheet if necessary)

Details of Conviction(s):

\_\_\_\_\_  
(attach additional sheet if necessary)

Signature of Contractor: \_\_\_\_\_ Date: \_\_\_\_\_

## Exhibit D

### HARRIS COUNTY DEPARTMENT OF EDUCATION CONFLICT OF INTEREST DISCLOSURE STATEMENT

Harris County Department of Education (HCDE) is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. House Bill 23 significantly changed Chapter 176 as well as the required disclosures and the corresponding forms. As of September 1, 2015, any vendor who does business with HCDE or who seeks to do business with HCDE must fill out the new Conflict of Interest Questionnaire (CIQ) whether or not a conflict of interest exists. A conflict of interest exists in the following situations:

- 3) If the vendor has an employment or other business relationship with a local government officer of HCDE or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or
- 4) If the vendor has given a local government officer of HCDE, or a family member of the officer, one or more gifts with the aggregate value of \$100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or
- 5) If the vendor has a family relationship with a local government officer of HCDE.

***“Vendor”*** means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries. *Texas Local Government Code 176.001(7).*

***“Business relationship”*** means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on: (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity; (B) a transaction conducted at a price and subject to terms available to the public; or (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency. *Texas Local Government Code 176.001(3).*

***“Family relationship”*** means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code. *Texas Local Government Code 176.001(2-a).*

***“Local government officer”*** means: (A) a member of the governing body of a local governmental entity; (B) a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or (C) an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. *Texas Local Government Code 176.001(4).*

***HCDE Board of Trustees include:***

Mr. Josh Flynn, President	Dr. George Moore
Mr. Richard Cantu	Mr. Eric Dick
Mr. Danyahel Norris	Mr. Don Sumners
Mr. Michael Wolfe	Mr. James Colbert Jr., County Superintendent

***Current local government officers include:***

Dr. Jesus J. Amezcua	Mr. Jonathan Parker
Ms. Danielle Bartz	Mr. John Prestigiacomo
Ms. Danielle Clark	Ms. Natasha Truitt
Dr. Kimberly McCleod	Mr. Rich Vela
Dr. Anthony Mays	

**If no conflict of interest exists, you must fill out Box 1 and type N/A on Box 3 of the CIQ form, sign and date it.**

In the event of changed circumstances, an updated CIQ must be filed within seven (7) business days after the vendor becomes aware a conflict of interest exists.

**CONFLICT OF INTEREST QUESTIONNAIRE****FORM CIQ**

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

**1** Name of vendor who has a business relationship with local governmental entity.

ACADEMY of ACCELERATED LEARNING, Inc.

**2** ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)**3** Name of local government officer about whom the information is being disclosed.N/A  
Name of Officer**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes☐ No



B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes☐ No**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**6** ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).**7**

Signature of vendor doing business with the governmental entity

Date

## Exhibit E

	<b>Harris County Department of Education</b> <b>CASE for Kids</b> <b>Partnership Project</b> <b>Expenditure Report &amp; Certification Match Monthly Report</b>				
<b>NAME OF DISTRICT</b>	<b>NAME OF SCHOOL</b>				
<b>CONTACT</b>	<b>TELEPHONE</b>				
<b>SECTION I</b>	<b>List Certifications/Match Sources</b>				
Month/Year					
<b>SECTION II - REPORT OF EXPENDITURES FOR PERIOD</b>		<b>(A) Monthly Expenditures</b>	<b>TTD Expenditures</b>	<b>(B) Monthly Certification</b>	<b>TTD Certification</b>
Personnel	(+)	\$ -	\$ -	\$ -	\$ -
Contracted Services	(+)	\$ -	\$ -	\$ -	\$ -
Supplier and Materials	(+)	\$ -	\$ -	\$ -	\$ -
Travel	(+)	\$ -	\$ -	\$ -	\$ -
Other Operating Costs	(+)	\$ -	\$ -	\$ -	\$ -
Capital Outlay	(+)	\$ -	\$ -	\$ -	\$ -
<b>Total Direct Costs</b>	(-)	\$ -	\$ -	\$ -	\$ -
Indirect Costs (%)	(+)	\$ -	\$ -	\$ -	\$ -
<b>Net Expenditures This Reporting Period</b>	(-)	\$ -	\$ -	\$ -	\$ -
<b>SECTION III - REIMBURSEMENT SUMMARY</b>					
<b>Total Grant Award Amount and Certification Amount</b>	(+)	\$ -	\$ -	\$ -	\$ -
<b>Expenditures and Certification YTD</b>	(-)	\$ -	\$ -	\$ -	\$ -
<b>Unexpended Balance of Award</b>	(-)	\$ -	\$ -	\$ -	\$ -
<b>CERTIFICATION: I hereby certify that this report consisting of Sections I, II, and III is true and correct and that funds have been expended according to the approved interlocal agreement.</b>					
<b>Site Coordinator</b>	<b>Signature</b>		<b>Date</b>		
<b>Site Principal/Director</b>	<b>Signature</b>		<b>Date</b>		
<b>District/Organization Office Rep</b>	<b>Signature</b>		<b>Date</b>		
<b>District/Organization Grant Rep</b>	<b>Signature</b>		<b>Date</b>		
<b>For CASE for Kids USE ONLY</b>					
<b>CASE for Kids Accountant</b>	<b>Signature</b>		<b>Date</b>		
<b>CASE for Kids Program Guardian</b>	<b>Signature</b>		<b>Date</b>		
<b>CASE for Kids Budget Manager</b>	<b>Signature</b>		<b>Date</b>		



# Exhibit F



## Partnership Project Required Match Certification



This form certifies that funds, not including the CASE Partnership Project Dollars, are used to purchase program materials, supplies, and materials needed for the implementation of the project and all other eligible activities, including staff salaries and benefits, that are not covered by HDOE, the two Washington Communities (THOC), and the Gulf Coast and West Texas District. This report certifies that all expenditures have been utilized for eligible items as applicable to HDOE rules, including HDOE rules 300.01, and (3) the district's annual HDOE budget. HDOE has been made aware of the implementation of the project and the use of the funds, including the purchase of materials and supplies, and the use of the funds.

<b>Form Governmental Funded Project and Submitted To:</b> Harris County Department of Education	<b>Date:</b> _____ <b>Submitted/Requisition:</b> _____ <b>Site:</b> _____ <b>Contract:</b> _____ <b>Telephone No.:</b> _____
<b>ASK for HSE:</b> (If applicable)	<b>Project Name:</b> _____

### Type of Project: (6) Certification

Initial Fund Number	District/Department	Site Name	Year 10	Amount	Type *
					C
					0
					U
					0
					0
					0
					C
					0
					U
					0
					0
<b>Total Check Amount</b>					

no money, use additional page

### Certification of CASE Case Expenditures

<b>Capital District Site:</b> _____ <b>Expenditures:</b> \$ _____	<b>Date:</b> _____
--	--------------------

- I certify that the funds are used for the purpose of the project and are not used for other purposes, including but not limited to the following:
- for the purchase of materials and supplies for the project;
  - for the purchase of materials and supplies for the project;
  - for the purchase of materials and supplies for the project;
  - for the purchase of materials and supplies for the project;
  - for the purchase of materials and supplies for the project;
  - for the purchase of materials and supplies for the project;

<b>Signature of the Case Officer:</b> _____ <b>Date:</b> _____	<b>Signature of the Project Director:</b> _____ <b>Date:</b> _____
---	---

Send the signed certification form and backup documentation to:

Harris County Department of Education  
 c/o CASE for Kids  
 Attention: Kimberlee Flowers  
 6200 Irvington Blvd.  
 Houston, TX 77032

**INTERLOCAL AGREEMENT**  
**BETWEEN**  
**HARRIS COUNTY DEPARTMENT OF EDUCATION**  
**AND**  
**ALIEF INDEPENDENT SCHOOL DISTRICT**

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Agreement ("Agreement") is entered into by and between Harris County Department of Education ("HCDE") and Alief Independent School District ("District") for the purpose of providing after-school educational program(s).

**I. PURPOSE**

The District agrees to provide an after-school program(s), which must include activities to support language literacy and numeracy development and promote social and emotional learning skills (SEL) during out-of-school time hours ("after-school program(s)") to students four to twelve years of age or up to the age of 19 with a documented disability. Students meeting these age requirements are referred to herein as "eligible students."

**II. TERM**

This Agreement shall be for the period beginning October 1, 2019 and ending July 31, 2020 and is subject to the receipt of sufficient funds from HCDE.

**III. AFTER-SCHOOL PROGRAM DESCRIPTION and REQUIREMENTS**

A. The District agrees to provide after-school program(s) to eligible students in accordance with all applicable local, state, and federal laws and regulations, including, without limitation, those promulgated by the Texas Workforce Commission ("TWC") and/or Gulf Coast Local Workforce Board. The District agrees to abide by all of the policies and procedures in the Center for Afterschool, Summer, and Enrichment (CASE for Kids) Manual, which is incorporated by reference into this Agreement. The District agrees to abide by all of the guidelines developed by HCDE in furtherance of this Agreement.

B. The District agrees to provide facilities and personnel necessary to provide quality improvement activities in the after-school program(s) to eligible students. The District will provide the after-school program(s) at the following school(s): Budewig Intermediate, Cummings Elementary, Heflin Elementary, Liestman Elementary, Mahanay Elementary, Martin Elementary, Miller Intermediate, and Outley Elementary. Activities in the after-school program(s) will adhere to those approved and agreed upon in the District's application form filed with HCDE.

C. The District will serve the number of students and operate the number of weeks, days and hours as outlined in the application filed with HCDE. The District agrees to inform HCDE of any changes in the hours of the after-school program(s), the ages of children served, holidays, the name of the contact person, or any other changes to the after-school program(s) at least three weeks prior to any changes through appropriate amendment forms.

D. The District agrees to ensure that each program designates a program liaison, that program staff participate in an afterschool program self-assessment process using a CASE for Kids provided tool and that designated afterschool site staff attend CASE for Kids' Project meetings and a minimum of two (2) CASE sponsored or approved trainings per semester for a total of no less than four (4) CASE sponsored or approved trainings per school year.

E. The District agrees to incorporate specific curriculum and field experiences provided by CASE for Kids into the afterschool program.

F. The District agrees to affirm enrollment of students and provision of services by completing a CASE for Kids registration form for each child enrolled in the after-school program.

G. The District agrees to track and maintain daily attendance records for students enrolled in programs. These records must be submitted to Center for Afterschool, Summer and Enrichment (CASE for Kids) on by the 5<sup>th</sup> of each month, utilizing the attendance tracking system provided by Center for Afterschool, Summer and Enrichment.

F. The District agrees to expend funds received from HCDE to support language literacy and numeracy development within existing comprehensive after-school program(s). Expenditures must result from activities allowable under applicable TWC rules, including TWC rule § 809.16. The District agrees to submit quarterly certification of total expenditures for such after-school program(s), certifying that (a) expenditures have resulted from activities allowable under applicable TWC rules, including TWC rule § 809.16, and (b) expenditures funded through district funds have been expended for service delivery to eligible students in the afterschool program. The District agrees to provide this certification on the form attached hereto as Exhibit E. The District shall maintain its records and accounts in a manner that shall assure a full accounting of all expenditures paid for with both funds received from HCDE and local site matching funds relating to this Agreement. The District agrees to provide at minimum a dollar-for-dollar cash match to the total amount of funding. The District may use parent fees, local tax dollars, and federal grant funds, excepting Title I funds, as its local site matching funds for the after-school program(s) operated in accordance with this Agreement. The District agrees to submit a monthly itemized report of all expenditures for the after-school program(s) funded by local site matching funds. The District agrees to provide this itemized expenditure report on the form attached hereto as Exhibit F. The District agrees to submit Exhibits E and F to HCDE by the 15<sup>th</sup> day of each month. The District's records and accounts shall also be retained by the District and made available for audit by HCDE, the Texas Workforce Commission, Gulf Coast Local Workforce Board, and/or representative(s) of those entities for a period of not less than three (3) years after the expiration or termination of this Agreement. If an audit has been announced, the District shall retain its records and accounts until such audit has been completed.

G. The District further agrees that it will comply with all terms and conditions of the U.S. Department of Health and Human Services Child Care and Development Fund grant/contract awarded to HCDE, passed through the Texas Workforce Commission/Gulf Coast Workforce Solutions Board, including all applicable laws, rules, and regulations that govern the award/contract and administration of the grant/contract. Those regulations include, but are not limited to, applicable regulations pertaining to reporting, regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under this Contract, and regulations pertaining to copyrights and rights in data. The District certifies compliance with all provisions, laws, acts, regulations, rules, and ordinances in the attached certifications, which are incorporated herein by reference.

H. The District acknowledges and agrees that it is solely responsible for all costs, wages, expenses, and fees associated with or arising from the operation of its after-school program(s).

I. The District agrees to cooperate with evaluation of the after-school program(s) by providing such records as STAAR scores, grades, regular school day attendance, and conduct, for eligible students in the after-school program(s) to HCDE, as well as survey results, within a reasonable time after a request by HCDE.

J. The District may use the funds from HCDE to enhance existing after-school program(s), but the payments from HCDE should not replace funding for an existing after-school program(s).

K. The District agrees to obtain and assess criminal history record information for each employee, contractor, or volunteer used in the after-school program(s) and to use only those persons fit to work with students. The District shall complete the "Criminal History Certification" regarding the criminal history of covered employees, attached as Exhibit B and the "Felony Conviction Notice," attached as Exhibit C and incorporated by reference herein. Noncompliance or misrepresentation regarding these certifications may be grounds for termination of this Agreement.

L. The District will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112), The Americans with Disabilities Act of 1990 (Public Law 101-336), The Health and Safety Code Section 85.113 (relating to workplace and confidentiality guidelines regarding AIDS and HIV), and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts. In addition, the District agrees to comply with Title 40, Chapter 73, of the Texas Administrative Code. These provide in part that no persons in the United States shall, on the grounds of race, color, national origin, sex, age, disability, political beliefs or religion be excluded from participation in, or denied, any aid, care, service or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination.

M. The District will not discriminate against children with disabilities. The District will also not discriminate against children with AIDS. The District will comply with the Health and Safety Code Section 85.113 by adopting and implementing HIV/AIDS workplace guidelines for employees and clients; by providing educational programs for employees and clients; and, by developing and implementing guidelines regarding confidentiality of HIV/AIDS related medical information for employees and clients served.

N. The District will comply with the requirements of The Immigration Reform and Control Act of 1986 regarding employment verification forms for any individuals hired on or after November 6, 1987, who will perform any labor or services under this agreement.

O. The District further agrees that it will comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protections Agency regulations (40 CFR part 15), and mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

P. The District agrees that the certifications and agreements included in the HCDE Vendor Certification Forms, attached hereto as Exhibit G and incorporated by reference in the agreement for all purposes, is true and correct.

#### IV. COMPENSATION AND FUNDING

Subject to the following paragraph, HCDE will reimburse sites up to the individual grant award amount based on expenditures for activities to support language literacy, and social emotional learning within existing comprehensive after-school program(s). District agrees to provide at a minimum a dollar-for-dollar match to the total amount of HCDE funding. Certification and itemization of expenditures must be received by HCDE in accordance with Section III (E) and (F) in order to receive award funds for the entire project period. Allowable match funds include parent fees, local tax dollars, foundation/grant funds and Federal funds excluding Title I. All matching contributions using federal funds require prior review and approval of the source.

Budewig Intermediate	\$17,000
Cummings Elementary	\$18,787
Heflin Elementary	\$18,000
Liestman Elementary	\$18,000
Mahanay Elementary	\$18,000
Martin Elementary	\$17,000
Miller Intermediate	\$17,000
Outley Elementary	\$30,000

HCDE will pay the District upon receipt of sufficient funds. The District waives any statutory right to interest the District may have under Chapter 2251 of the Texas Government Code.

In addition to the certification and itemization of expenditure reports required by Section III(F), the District shall also submit monthly invoices by the 15th of each month to HCDE. If HCDE determines, in its sole discretion, that any site of the District is out of compliance, HCDE may withhold funding for the month(s) that the site is out of compliance. For purposes of withholding funding, "out of compliance" means that the site is (1) not serving the required number of eligible students; (2) not operating the required number of weeks, days, or hours; (3) not providing sufficient language literacy and numeracy development activities in the after-school program; or (4) not complying with any provision of this Agreement or applicable law, rule, regulation, policy, or procedure. Additionally, if HCDE, TWC, or any other governing entity determines that the District's certification or itemization of expenditure reports are disallowed and HCDE must return funds to TWC or any other governing entity, the District shall reimburse/refund HCDE for the total amount of such funds.

Notwithstanding anything to the contrary in this Agreement, HCDE's obligation to pay as stated above is expressly contingent upon HCDE receiving local, state, and/or federal funds, if any, ("funds") designated for child care services that are sufficient to satisfy all obligations to other

Districts with which HCDE contracts to provide after-school programs. In the event HCDE does not receive those funds or sufficient funds, HCDE may terminate this Agreement and will not be responsible for paying the District the amount specified above or for any of the costs of the after-school program(s) provided by the District.

#### **V. PIGGYBACKING ON HCDE-PROCURED CONTRACTS**

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

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

#### **VI. RELATIONSHIP**

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

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

#### **VII. STUDENT RECORDS**

To the extent that HCDE will come into possession of the District's student records and information, and to the extent that HCDE will be involved in the survey, analysis, or evaluation of students, incidental to this Agreement, HCDE agrees to comply with all applicable requirements of the Family Educational Rights and Privacy Act. In the event that the District or HCDE is in possession or custody of recorded information of the other party that is the subject of the Texas Public Information Act, the recorded information will be promptly provided to the other party upon request in the event the District or HCDE is obligated to disclose such information pursuant to the Public Information Act.

## **VIII. TERMINATION**

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

## **IX. LOCAL FUNDS**

Any local funds expended will be from current revenues available to the paying party.

## **X. AUTHORIZATION**

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

## **XI. NOTICE**

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

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

Alief Independent School District  
Attention: Mr. HD Chambers  
Alief Independent School District  
4250 Cook Rd.  
Houston, Texas 77072

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

## **XII. GOVERNING LAW**

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

## **XIII. VENUE**

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

#### **XIV. ENTIRE AGREEMENT**

This Agreement, the RFP solicitation issued by HCDE, and the District's proposal/application submitted in response to HCDE's RFP solicitation, and the attached and incorporated addendum or exhibits, if any, contain the entire agreement of the parties relative to the purpose(s) of the Agreement and supercede any other representations, agreements, arrangements, negotiations, or understanding, oral or written, between the parties to this Agreement. In the event of a conflict between this Agreement and the RFP solicitation issued by HCDE or the District's proposal/application submitted in response to HCDE's RFP solicitation, this Agreement shall control. In the event of a conflict between the RFP solicitation issued by HCDE and the District's proposal/application submitted in response to HCDE's RFP solicitation, HCDE's RFP solicitation shall control.

#### **XV. AMENDMENT**

This Agreement may be amended only by the mutual agreement of the parties, in writing, to be attached to and incorporated in this Agreement.

#### **XVI. ASSIGNMENT**

Neither this Agreement nor any duties or obligations under it shall be assignable by the District without the prior written acknowledgment and authorization of HCDE.

#### **XVII. DEBARMENT AND SUSPENSION**

Pursuant to 7 C.F.R. 3017, during any period in which a person is suspended, debarred, proposed for debarment, ineligible, or voluntarily excluded from eligibility for covered transactions by any Federal department or agency, that person shall be excluded from any and all work hereunder that is considered a covered transaction including, but not limited to, participation in any HCDE Program or purchase of any goods or services from HCDE. Generally, work that is expected to equal or exceed the Federal procurement small purchase threshold as defined in 7 C.F.R. 3017.110 (currently \$100,000) is considered a covered transaction. With respect to work hereunder that is considered a covered transaction, the District agrees to comply with any and all requirements of 7 C.F.R. 3017 including, but not limited to, obtaining and/or providing the certification attached hereto as Exhibit A and providing immediate written notice upon discovery of any errors in a certification previously obtained and/or provided, as necessary for such compliance. The District acknowledges that, with respect to debarment and suspension, Federal law may impose additional, more specific, and/or more restrictive requirements for certain work hereunder that is considered a covered transaction; the District agrees to comply with any and all such requirements.

#### **XVIII. CONFLICT OF INTEREST**

HCDE is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. The District must complete a Conflict of Interest Questionnaire (CIQ), attached hereto as Exhibit D, whether or not a conflict of interest exists. A conflict of interest exists in the following situations:

- 1) If the vendor has an employment or other business relationship with a local government officer of HCDE or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or



- 2) If the vendor has given a local government officer of HCDE, or a family member of the officer, one or more gifts with the aggregate value of \$100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or
- 3) If the vendor has a family relationship with a local government officer of HCDE.

#### **XIX. SEVERABILITY**

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

#### **XX. BENEFIT FOR SIGNATORY PARTIES ONLY**

Neither this Agreement, nor any term or provision hereof, nor any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ of the year 2019.

Harris County Department of Education

Alief Independent School District

\_\_\_\_\_  
Mr. James Colbert, Jr.                      Date  
County School Superintendent

   
\_\_\_\_\_  
Mr. HD Chambers                      Date  
Superintendent

#### **EXHIBIT B**

#### **Criminal History Certification**

**Covered employees:** Employees who have or will have continuing duties related to the service to be performed at HCDE and have or will have direct contact with students. HCDE will be the final arbiter of what constitutes direct contact with students.

On behalf of Alien Independent School District ("the District"), I certify that some or all of the District's employees are *covered employees*. I further certify that:

- Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

**Signature**

Date \_\_\_\_\_

Exhibit C

**FELONY CONVICTION NOTICE**

I, the undersigned Contractor or agent for the firm named above, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge. **The Contractor must complete the following information in accordance with state law.**

*Please sign only one:*

A. My firm is a publicly-held corporation, therefore, this reporting requirement is not applicable.

Signature of Contractor \_\_\_\_\_ Date \_\_\_\_\_

**OR**

B. My firm is not owned nor operated by anyone who has been convicted of a felony.

Signature of Contractor: N. Chel Date: 10/7/15

**OR**

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

Name of Felon(s): \_\_\_\_\_ Date: \_\_\_\_\_  
(attach additional sheet if necessary)

Details of Conviction(s): \_\_\_\_\_

(attach additional sheet if necessary)

Signature of Contractor: \_\_\_\_\_ Date: \_\_\_\_\_

## Exhibit D

### HARRIS COUNTY DEPARTMENT OF EDUCATION CONFLICT OF INTEREST DISCLOSURE STATEMENT

Harris County Department of Education (HCDE) is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. House Bill 23 significantly changed Chapter 176 as well as the required disclosures and the corresponding forms. As of September 1, 2015, any vendor who does business with HCDE or who seeks to do business with HCDE must fill out the new Conflict of Interest Questionnaire (CIQ) whether or not a conflict of interest exists. A conflict of interest exists in the following situations:

- 3) If the vendor has an employment or other business relationship with a local government officer of HCDE or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or
- 4) If the vendor has given a local government officer of HCDE, or a family member of the officer, one or more gifts with the aggregate value of \$100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or
- 5) If the vendor has a family relationship with a local government officer of HCDE.

***“Vendor”*** means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries. *Texas Local Government Code 176.001(7).*

***“Business relationship”*** means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on: (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity; (B) a transaction conducted at a price and subject to terms available to the public; or (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency. *Texas Local Government Code 176.001(3).*

***“Family relationship”*** means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code. *Texas Local Government Code 176.001(2-a).*

***“Local government officer”*** means: (A) a member of the governing body of a local governmental entity; (B) a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or (C) an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. *Texas Local Government Code 176.001(4).*

***HCDE Board of Trustees include:***

Mr. Josh Flynn, President	Dr. George Moore
Mr. Richard Cantu	Mr. Eric Dick
Mr. Danyahel Norris	Mr. Don Sumners
Mr. Michael Wolfe	Mr. James Colbert Jr., County Superintendent

***Current local government officers include:***

Dr. Jesus J. Amezcua	Mr. Jonathan Parker
Ms. Danielle Bartz	Mr. John Prestigiacomo
Ms. Danielle Clark	Ms. Natasha Truitt
Dr. Kimberly McCleod	Mr. Rich Vela
Dr. Anthony Mays	

**If no conflict of interest exists, you must fill out Box 1 and type N/A on Box 3 of the CIQ form, sign and date it.**

In the event of changed circumstances, an updated CIQ must be filed within seven (7) business days after the vendor becomes aware a conflict of interest exists.

**CONFLICT OF INTEREST QUESTIONNAIRE**  
For vendor doing business with local governmental entity

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

**1** Name of vendor who has a business relationship with local governmental entity.

Alief Independent School District

**2** ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐

Yes

☐

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐

Yes

☐

No



**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

**6** ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7** H. Chud  
Signature of vendor doing business with the governmental entity

10/2/19  
Date

## Exhibit E

	<b>Harris County Department of Education</b> <b>CASE for Kids</b> <b>Partnership Project</b> <b>Expenditure Report &amp; Certification Match Monthly Report</b>				
<b>NAME OF DISTRICT</b>	<b>NAME OF SCHOOL</b>				
<b>CONTACT</b>	<b>TELEPHONE</b>				
<b>SECTION I</b>	<b>List Certification/Match Source</b>				
Month/Year					
<b>SECTION II - REPORT OF EXPENDITURES FOR PERIOD</b>					
Personnel	(+)	\$ -	\$ -	\$ -	\$ -
Contracted Services	(+)	\$ -	\$ -	\$ -	\$ -
Supplier and Materials	(+)	\$ -	\$ -	\$ -	\$ -
Travel	(+)	\$ -	\$ -	\$ -	\$ -
Other Operating Costs	(+)	\$ -	\$ -	\$ -	\$ -
Capital Outlay	(+)	\$ -	\$ -	\$ -	\$ -
Total Direct Costs	(-)	\$ -	\$ -	\$ -	\$ -
Indirect Costs (%)	(+)	\$ -	\$ -	\$ -	\$ -
Net Expenditures This Reporting Period	(-)	\$ -	\$ -	\$ -	\$ -
<b>SECTION III - REIMBURSEMENT SUMMARY</b>					
Total Grant Award Amount and Certification Amount	(+)	\$ -	\$ -	\$ -	\$ -
Expenditures and Certification YTD	(-)	\$ -	\$ -	\$ -	\$ -
Unexpended Balance of Award	(-)	\$ -	\$ -	\$ -	\$ -
<b>CERTIFICATION:</b> I hereby certify that this report consisting of Sections I, II, and III is true and correct and that funds have been expended according to the approved interlocal agreement.					
<b>Site Coordinator</b>	<b>Signature</b>	<b>Date</b>			
<b>Site Principal/Director</b>	<b>Signature</b>	<b>Date</b>			
<b>District/Organization Office Rep</b>	<b>Signature</b>	<b>Date</b>			
<b>District/Organization Grant Rep</b>	<b>Signature</b>	<b>Date</b>			
<b>For CASE for Kids USE ONLY</b>					
<b>CASE for Kids Accountant</b>	<b>Signature</b>	<b>Date</b>			
<b>CASE for Kids Program Coordinator</b>	<b>Signature</b>	<b>Date</b>			
<b>CASE for Kids Budget Manager</b>	<b>Signature</b>	<b>Date</b>			



### Partnership Project Required Match Certification



For the most part, the project has been successful in achieving its goals. The project has been successful in achieving its goals in the following areas:

- **Project Management:** The project has been managed effectively, with clear communication and coordination between all stakeholders.
- **Financial Management:** The project has been managed financially, with a budget that was adhered to throughout the project.
- **Technical Management:** The project has been managed technically, with a focus on ensuring that the project was completed on time and to the highest quality.
- **Human Resources Management:** The project has been managed in terms of human resources, with a focus on ensuring that the project was completed with the best possible team.
- **Legal Management:** The project has been managed in terms of legal issues, with a focus on ensuring that the project was completed in compliance with all applicable laws and regulations.
- **Environmental Management:** The project has been managed in terms of environmental issues, with a focus on ensuring that the project was completed in a way that was sustainable and environmentally friendly.
- **Public Relations Management:** The project has been managed in terms of public relations, with a focus on ensuring that the project was completed in a way that was transparent and accountable to the public.
- **Stakeholder Management:** The project has been managed in terms of stakeholder management, with a focus on ensuring that the project was completed in a way that was responsive to the needs and interests of all stakeholders.

The project has been successful in achieving its goals in all of these areas, and it is a testament to the hard work and dedication of the project team. The project has been a success story, and it is a testament to the power of effective project management.

From: Ginsburg, David  
To: County Department of Education

RE: Mr. H. H.  
441-1414, No. 1  
1000, 12 1952

Date: \_\_\_\_\_  
Director of Negotiation \_\_\_\_\_  
Re: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_  
Telephone No. \_\_\_\_\_

### Board of Directors and Officers

Referral Number	Referral Date	Referral Name	Ref ID	Amount	Year *
					C
b		a	0		0
b		a	0		C
b		a	0		C
b		a	0		0
b		a	0		C
b		a	0		0
b		a	0		C
b		a	0		0
b		a	0		C
b		a	0		0
Total Check Amount			C	-	

2000

### Certification of Child Care Expenditures

Corridors & Local Streets		OF THE JUNE 19 Draw:
	Expenditures	

and the following information is provided to the public in accordance with the provisions of the Freedom of Information Act (FOIA) and the Privacy Act (PA):

- [illegible]

<u>"Location - City, State &amp; Zip:</u>	<u>No.</u>
<u>"Location - County, District or Precinct Address:</u>	<u>" No.</u>

Read the following paragraph carefully and mark the underlined words.

Harris County Department of Education  
c/o CASE Inc. Eide  
Attention: Kathleen Plowers  
14400 Spring Meadows  
6304 Irvington Blvd.  
Houston, TX 77055



**Regular Board Meeting****6.D.1.****Meeting Date:** November 20, 2019**Title:** Contract Renewal for 18/015KC for Office Furniture and Related Items**Submitted For:** Joann Nichols, Choice Partners**Submitted By:** Cora Day**Recommended Action:** Approve**HCDE Goal(s):** 4. Provide cost savings by leveraging tax dollars**Additional Resource Personnel:****Facilities/Technology Approval Needed?:** None

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**Information****Posted Agenda Item:**

**Contract renewal option for job no. 18/015KC for Office Furniture and Related Items with the following vendors:** Carroll's Discount Office Furniture (#18/015KC-01); Stylex, Inc. (#18/015KC-05), and Velocity Office Products, LLC dba Velocity Business Products (#18/015KC-06) for the period 01/24/2020 through 01/23/2021.

**Subject:**

Choice Partners; Contract Renewal; Office Furniture and Related Items; Revenue Generating

**Rationale:**

The process enacted was a Request for Proposal (RFP). Three hundred and one (301) invitations were extended for proposals. Twenty-nine (29) responses were received of which sixteen (16) were non-responsive, seven (7) were non-awarded, and six (6) were awarded. HCDE/Choice Partners contract no. 18/015KC was awarded for one (1) year from 01/24/2018 to 01/23/2019. The contract has the option for four (4) annual renewals.

HCDE/Choice Partners recommends exercising the second (2nd) option for renewal period 01/24/2020 to 01/23/2021 for the vendors listed above in Posted Agenda Item. Anticipated revenue from contract no. 18/015KC will be an administrative fee of two percent (2%). This contract is governed by Texas Education Code 44.031.

---

**Fiscal Impact****Included in FY budget Y/N:** Y**Included in current budget amendment Y/N:** N

---

**Attachments**

Carroll's Discount Furniture

Stylex

Velocity

---

**Form Review****Inbox**Choice Partners  
Purchasing Alternate  
Purchasing**Reviewed By**Jeff Drury  
Yaritza Roman  
Bill Monroe**Date**10/28/2019 03:40 PM  
10/29/2019 10:53 AM  
10/29/2019 12:31 PM

October 9, 2019

**Subject: Contract Renewal for #18/015KC for Office Furniture and Related Items  
for Harris Department of Education (HCDE)/Choice Partners Cooperative**

Dear CP Vendor Partner:

Your contract with Choice Partners (CP), a division of Harris County Department of Education (HCDE) is scheduled to expire **January 23, 2020**. This contract has **three (3)** one-year annual renewal options remaining before final expiration. Choice Partners values this contract and is exercising the option to extend this contract for one year beginning **January 24, 2020**.

If you agree to renew this contract, please complete, sign and attach this letter under the "Response Attachments" section of the Choice Partners eBid System <http://www.choicepartners.org/vendor-login.php> **October 17, 2019 at 2:00 p.m. central time.**

In addition, provide any updated pricing and/or discounts for your contract and attach a current copy of your certificate of insurance (if applicable) and any forms that may have changed since the original proposal was submitted.

If you have any questions or concerns, or need to discuss this contract renewal please contact Cora Day at 713-696-8208 or e-mail to [cora@choicepartners.org](mailto:cora@choicepartners.org).

Sincerely,



Jeff Drury, Director  
Choice Partners  
A division of Harris County Department of Education

Jesus J. Amezcua, PhD., CPA, RTSBA  
Assistant Superintendent for Business Services  
Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	Carroll's Discount Office Furniture
Authorized Signature:	
Print Name:	Frank Carroll
Title:	Treasurer
Date:	10-22-2019
Address:	5615 S Rice Ave
City, State, Zip Code:	Houston, TX 77081
Phone:	713-667-6668
Email Address:	frank@carrolls.com



October 9, 2019

**Subject: Contract Renewal for #18/015KC for Office Furniture and Related Items  
for Harris Department of Education (HCDE)/Choice Partners Cooperative**

Dear CP Vendor Partner:

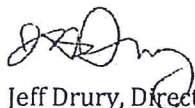
Your contract with Choice Partners (CP), a division of Harris County Department of Education (HCDE) is scheduled to expire **January 23, 2020**. This contract has **three (3)** one-year annual renewal options remaining before final expiration. Choice Partners values this contract and is exercising the option to extend this contract for one year beginning **January 24, 2020**.

If you agree to renew this contract, please complete, sign and attach this letter under the "Response Attachments" section of the Choice Partners eBid System <http://www.choicepartners.org/vendor-login.php> **October 17, 2019 at 2:00 p.m. central time.**

In addition, provide any updated pricing and/or discounts for your contract and attach a current copy of your certificate of insurance (if applicable) and any forms that may have changed since the original proposal was submitted.

If you have any questions or concerns, or need to discuss this contract renewal please contact Cora Day at 713-696-8208 or e-mail to [cora@choicepartners.org](mailto:cora@choicepartners.org).

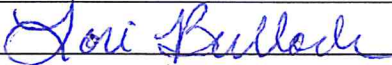
Sincerely,



Jeff Drury, Director  
Choice Partners  
A division of Harris County Department of Education

Jesus J. Amezcua, PhD., CPA, RTSBA  
Assistant Superintendent for Business Services  
Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	Stylex Inc.
Authorized Signature:	
Print Name:	Lori Bullock
Title:	Contract Administrator
Date:	October 15, 2019
Address:	PO Box 5038
City, State, Zip Code:	Delanco, NJ 08075
Phone:	800-257-5742 x 215
Email Address:	lbullock@stylexseating.com





October 9, 2019

**Subject: Contract Renewal for # 18 / 015 KC for Office Furniture and Related Items  
for Harris Department of Education (HCDE)/Choice Partners Cooperative**

Dear CP Vendor Partner:

Your contract with Choice Partners (CP), a division of Harris County Department of Education (HCDE) is scheduled to expire **January 23, 2020**. This contract has **three (3)** one-year annual renewal options remaining before final expiration. Choice Partners values this contract and is exercising the option to extend this contract for one year beginning **January 24, 2020**.

If you agree to renew this contract, please complete, sign and attach this letter under the "Response Attachments" section of the Choice Partners eBid System <http://www.choicepartners.org/vendor-login.php> **October 17, 2019 at 2:00 p.m. central time.**

In addition, provide any updated pricing and/or discounts for your contract and attach a current copy of your certificate of insurance (if applicable) and any forms that may have changed since the original proposal was submitted.

If you have any questions or concerns, or need to discuss this contract renewal please contact Cora Day at 713-696-8208 or e-mail to [cora@choicepartners.org](mailto:cora@choicepartners.org).


Sincerely,



Jeff Drury, Director  
Choice Partners  
A division of Harris County Department of Education

Jesus J. Amezcua, PhD., CPA, RTSBA  
Assistant Superintendent for Business Services  
Harris County Department of Education

The individual signing below has authority to enter into this agreement on behalf of the Vendor.

Corporate Name:	Velocity Business Products
Authorized Signature:	
Print Name:	J.D. Pedigo
Title:	President
Date:	10/10/19
Address:	335 Pennbriant Dr., Suite 104
City, State, Zip Code:	Houston, TX 77090
Phone:	281-453-0101
Email Address:	jdp@velocitybp.com



**Regular Board Meeting****6.D.2.****Meeting Date:** November 20, 2019**Title:** Contract Award for 19/061KC Fleet Leasing & Management Services**Submitted For:** Joann Nichols, Choice Partners**Submitted By:** Cora Day**Recommended Action:** Approve**HCDE Goal(s):** 4. Provide cost savings by leveraging tax dollars**Additional Resource Personnel:** Jeff Drury, Richard Vela, Jesus Amezcua**Facilities/Technology Approval Needed?:** None

---

**Information****Posted Agenda Item:**

**Contract award for job no. 19/061KC Fleet Leasing & Management Services with the following vendors:** Commercial Vehicle Leasing, LP dba D&M Leasing Commercial (#19/061KC-01), and Enterprise Fleet Management, Inc. dba Enterprise FM Trust (#19/061KC-02) for the period 11/20/2019 through 11/19/2020.

**Subject:**

Choice Partners; Contract Award; Fleet Leasing &amp; Management Services; Revenue Generating

**Rationale:**

The process enacted was Request for Proposal (RFP) to acquire proposals from vendors to provide Fleet Leasing & Management Services to HCDE/Choice Partners members.

One hundred-twenty (120) invitations were extended for proposals. Two (2) responses were received from vendors. Each response was reviewed for compliance with the requirements of RFP no. 19/061KC. All responses that met the criteria and requirements of the RFP were evaluated and scored. Two (2) vendors offering best value to HCDE/Choice Partners and its members were selected for award.

HCDE/Choice Partners recommends award of a one (1) year contract from 11/20/2019 to 11/19/2020 to the vendors stated above in Posted Agenda Item. Contract no. 19/061KC has the option for up to three (3) annual renewals. Anticipated revenue from contract no. 19/061KC will be an administrative fee of one hundred dollars (\$100) per vehicle leased under this contract. This contract is governed by Texas Education Code 44.031.

---

**Fiscal Impact****Included in FY budget Y/N:** Y**Included in current budget amendment Y/N:** N**Included in FY budget Y/N:** Y**Included in current budget amendment Y/N:** N

---

**Attachments**

Recommendation

Evaluation Summary

Participation List



**Harris County Department of Education  
Choice Partners  
Proposal Recommendation Form  
Program Review**

**[This form is used to document due diligence by Recommendation Committee]**

---

**To:** Purchasing Division  
**From:** Recommendation Committee

Bill Monroe	HCDE Purchasing
JP Prestigiacomo	HCDE Facilities
Michael Robles	HCDE Choice Partners

Job (Bid or RFP#) and Name:	19/061KC	Fleet Leasing & Management Services
Board Meeting Date:	10/16/2019	
Date:	9/13/2019	

**Procurement Requirements Available:**

Check One

<input type="checkbox"/>	Under \$2,500 (Requires Division Director and Asst Supt. Approval)
<input type="checkbox"/>	From \$2,500 to \$50,000 (Requires Buyer, Purchasing Director/CFO Approval)
<input type="checkbox"/>	Over \$50,000 (per CH Local)
<input checked="" type="checkbox"/>	Cooperative Programs (Requires Board Approval)

I certify that I have reviewed the attached RFP and certify that all of my actions as a Recommendations Committee Member are within the procurement requirements in accordance with local Board Policies (CH local/legal) and legal (federal and state) policies and administrative guidelines set by the Business Office and Purchasing Division.

I certify that I have adhered to the Purchasing Policies of HCDE concerning the review of this RFP to include policies on conflict of interest (CIQ).

I certify that I am aware of all purchasing policies (CH Local and CH Legal) and administrative procedures of HCDE.

I certify that I am aware of the penalties of not following the purchasing policies and procedures and in specific with section 44.032 of the Texas Education Code which deals with the penalties related to sequential or component purchases.

I further certify that I recommend the execution of a contract after Board approval.

(Note: This form is required of all jobs (bids and RFPs) prepared by all buyers & Director)

**Justification:**

(Any information that pertains to this job (bid or RFP))

19/061KC Fleet Leasing & Management Services

Choice Partners members will utilize this contract for Fleet Leasing & Management Services

This contract will provide a discounted price, superior quality, and comply with state purchasing requirements as stated in TEC §44.031.

This job was competitively bid and advertised. The result of the bid generated the following responses:

Invitations were sent to	120	vendors
HCDE received	2	responses (see attached evaluation summary).

**Recommendation:**

HCDE is recommending with Choice Partners Cooperative for D&M Leasing and Enterprise Fleet Management



**Harris County Department of Education  
Choice Partners  
Instructions to Recommendation Committee**

**[This form is used to document due diligence by Recommendation Committee]**

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**To:** Recommendation Committee

**From Choice Partners - Contract Manager:** Karen Chesky

**Job (Bid or RFP) # and Name:** 19/061KC  
Fleet Leasing & Management Services

**Board Meeting Date:** 10/16/2019

**Today's Date:** 9/13/2019

Attached are the following materials for your review and possible recommendation to the Superintendent and the Board of Trustees:

Buyer Certification  
Bid Tabulation  
Copy of the Job (Bid or RFP) responses  
Set of Specs will be available for your review

Your responsibility for review of this job (bid or RFP) is to make sure that HCDE receives the best value for the goods and services sought. Please review the attached job (bid or RFP) and certify that all of the procurement requirements have been met in accordance with local Board Policies and legal (federal and state) policies and administrative guidelines set by the Business Office and the Purchasing Division.

Please remember to adhere to section 44.032 of the Texas Education Code, "Enforcement of Purchase Procedures: Criminal Penalties; Removal; Ineligibility" which deal with the penalties related to component, separate, and sequential purchases. In addition, Board policy CH Local and Legal are required to be met as part of your contractual obligation with HCDE.

It should be noted that if a required document is not provided by the bidder, the Purchasing Division will not be able to make a recommendation and or issue a purchase order.

Please review the responses to the job (bid or RFP) and submit the following forms by the required deadline for the next available Board Meeting:

**Signed Certification and Recommendation Form**

If any technicalities or changes need to be made, these must be addressed in the recommendation and presented as such to the Superintendent and the Board of Trustees.

**Agenda Item (Prepared by Buyer handling the job/bid or RFP)**

Once, a recommendation is approved by the Board, the Purchasing Division will issue an award letter and request that any pending bonds or contracts be submitted within 5 days to the District.





Harris County Department of Education  
Choice Partners  
Effectiveness and Compliance Review Form

**[This form is used to document due diligence by Recommendation Committee]**

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To: Purchasing Audit File and Jesus J. Amezcua, CPA,  
Assistant Supt. for Business

From Contract Manager:

Purchasing Dept:

Job- Bid or RFP# and Name:

Karen Chesky

Kendra Jackson, Assistant Director

19/061KC

Fleet Leasing & Management Services

Board Meeting Date:

10/16/2019

Date:

9/13/2019

**Procurement Requirements Available:**

Check One

	Under \$2,500 (Requires Division Director and Asst Supt. Approval)
	From \$2,500 to \$50,000 (Requires Buyer, Purchasing Director/CFO Approval)
	Over \$50,000 (per CH Local)
X	Cooperative Programs (Requires Board Approval)

I certify that I have reviewed the attached job (bid or RFP) and certify that all of my actions as a Recommendations Committee Member are within the procurement requirements in accordance with Local Board Policies (CH Local/Legal) and Legal (Federal and State) policies and administrative guidelines set by the Business Office and the Purchasing Division.

I certify that I have adhered to the Purchasing Policies of HCDE concerning the review of this job (bid or RFP) to include policies on conflict of interest.

I certify that I am aware of all purchasing policies (CH Local and CH Legal) and administrative procedures of HCDE.

I certify that I am aware of the penalties of not following the purchasing policies and procedures and in specific with section 44.032 of the Texas Education Code which deals with the penalties related to sequential or component purchases. I further certify that I recommend the issuance of a purchase order after Board approval and execution of a contract.

**(Note: This form is required of all jobs (bids and RFPs) prepared by all buyers and Director)**

Evaluation Criteria		Total Weighted Value	D&M Leasing	Enterprise Fleet Management
<b>Averages</b>				
(1) Price Overall Cost of Program Pricing as determined by the proposal submitted Pricing may also be based upon usage and coverage		30	23.33	21.67
(2) Vendor's experience and reputation References for local governmental entities and with a purchasing cooperative program Local government agencies within the past 5 years Other projects completed within the past 10 years		25	23.33	23.33
(3) Quality of Vendor's products/services and extent to which the products/services meet HCDE and HCDE members' needs: Project Management Infrastructure Solutions Quality of Vendor's Products/Service Demonstrated Ability to Perform		25	23.33	25.00
(4) Impact on the ability of HCDE members to comply with laws and rules relating to HUB/MW/BE/SBE/PDBE/DBE		0	0.00	0.00
(5) Whether Vendor's financial capability is appropriate to the size and scope of the project and the total long-term cost to HCDE and HCDE members to acquire the products/service		10	9.67	9.67
(6) For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the Vendor or the Vendor's ultimate parent company or majority owner: (A) has its principal place of business in this state; or (B) employs at least 500 persons in this state		0	0.00	0.00
(7) Vendor's past relationship with HCDE/CP		5	1.67	1.67
(8) Marketing Plan		5	4.67	4.67
	<b>Total</b>	<b>100</b>	<b>86.00</b>	<b>86.00</b>
Evaluation committee for this RFP: Bill Monroe JP Prestigiacomo Michael Robles	Invitations sent to 120 prospective bidders Contracts are in accordance with TEC 44.031 It is recommended that the following awards of annual contracts: Vendor Contract 19/061KC -01 D&M Leasing 19/061KC -02 Enterprise Fleet Management			
<b>Non-Responsive</b>	<b>0</b>			
<b>Non-Awarded</b>	<b>0</b>			
<b>Award Threshold of 80</b>	<b>2</b>			
<b>Total Responses</b>	<b>2</b>			

# Harris County Department of Education

## Participation Detail as of 9/18/2019 04:50:04 PM (CT)

### Bid Information

Bid Creator	Karen Chesky
Email	kchesky@hcde-texas.org
Phone	
Fax	
 Bid Number	 19/061KC
Title	Fleet Leasing & Management Services
Bid Type	Request for Proposal
Issue Date	8/5/2019 08:56 AM (CT)
Close Date	9/3/2019 02:00:00 PM (CT)

### Participation Summary

Company Name	City, State	Invitation Date	Status	Status Date	Response Date
365 Paving & Construction LLC	Mission, TX	08/05/2019			
A.T. Kearney	Chicago, IL	08/05/2019			
AAA Painting	Houston, TX	08/05/2019			
ABBA Corporate Transportations	Houston, TX		Viewed	08/28/2019	
Acme Auto Leasing, LLC	North Haven, CT		Viewed	08/06/2019	
Active Minds Academy	Baytown, TX	08/05/2019			
advanced fleet maintenance	Cleveland, TX	08/05/2019			
AdvanceTec Industries Inc	Miami, FL	08/05/2019			
AFC Transportation/GBJ, Inc. (AFC Transportation)	Houston, TX	08/05/2019	Viewed	08/05/2019	
Affiliated Movers of Oklahoma City, Inc.	Oklahoma city, OK	08/05/2019			
All Points of Texas (APMS of Houston LLC)	Houston, TX	08/05/2019			
American Classic Tours & Music Festivals (Classic Music Fetivals, Inc.)	San Antonio, TX	08/05/2019			
American Equipment & Trailer, Inc	Lubbock, TX	08/05/2019			
American Medical Institute Inc (N/A)	Houston, TX	08/05/2019			
Anderson Hydra Platforms, Inc.	York, SC	08/05/2019			
Armor Gear	Rosharon, TX	08/05/2019			
Arod Transportation (Roddick Walker)	Fresno, TX	08/05/2019			
Arrow Moving & Storage Co., Inc	San Antonio, TX	08/05/2019			
ATLANTIC PETROLEUM (ATLANTIC PETROLEUM & MINERAL RESOURCES, INC)	HOUSTON, TX	08/05/2019			
atlas limousine Inc	kearny, NJ	08/05/2019			
Batteries Plus Bulbs, Humble (Shookalot, Inc.)	Humble, TX		Viewed	08/06/2019	
bayway chevrolet	pearland, TX	08/05/2019			
Bekins Moving Solutions, Inc (Bekins A-1 Movers, Inc)	Houston, TX	08/05/2019			
Berger Allied of Houston (Berger Texas Inc.)	Houston, TX	08/05/2019			
BidPrime	Austin, TX		Viewed	08/21/2019	
Big Dog Logistics, LLP	Houston, TX	08/05/2019			
BLS (Beyond Logistics Services)	Sugar Land, TX	08/05/2019			
Bruckner Truck Sales, Inc.	Dallas, TX	08/05/2019	Viewed	08/05/2019	
C & H Transportation (Houston Bus Service)	Houston, TX	08/05/2019			
Canon Solutions America, Inc.	Burlington, NJ		Viewed	08/28/2019	
Cardinal Delivery Service	Bellaire, TX	08/05/2019			
CCP INDUSTRIES (The Tranzonic Companies)	Richmond Heights, OH	08/05/2019			
CEMA BUS dba HEIGHTS TRANSPORTATION	HOUSTON, TX	08/05/2019			
CHAR SISTERS PETROLEUM,LLC (FOUR SISTERS PETROLEUM,LLC)	AUSTIN, TX	08/05/2019			
Child Care Associates	FORT WORTH, TX	08/05/2019			
cindys logistics llc	houston, TX	08/05/2019			
City United Bus	Irving, TX	08/05/2019			
Connect Tours & Cruises	Houston, TX	08/05/2019			
Construction Journal	Stuart, FL	08/05/2019			
Corporate Relocators, LLC	Houston, TX	08/05/2019			

Creative Bus Sales	Irving, TX	08/05/2019	Viewed	08/05/2019	
Cruising Kitchens (Cruising Kitchens LLC.)	San Antonio, TX	08/05/2019			
Crystal Facility Solutions	Houston, TX	08/05/2019			
CSI Transportaion Services (Corporate Services International (CSI))	Houston, TX	08/05/2019			
CypherWorx, Inc.	Rochester, NY	08/05/2019			
D&M Leasing (Commercial Vehicle Leasing, LP)	Fort Worth, TX		Submitted	09/02/2019	09/02/2019
Daisy Charters (Daisy Tours and Conventions)	San Antonio, TX	08/05/2019			
Dr. Mary E. White International, LLC	Houston, TX		No Bid	08/10/2019	08/10/2019
Durham School Services (Durham School Services LP)	Warrenville, IL	08/05/2019			
Echo Transportation (Echo Tours and Charters)	Grand Prairie, TX	08/05/2019			
Educational Shippers Association (Leveraged Logistics)	Richmond, IN	08/05/2019			
Ellis Industries	Houston, TX	08/05/2019			
Enterprise Fleet Management	Austin, TX	08/05/2019			
Enterprise Fleet Management, Inc.	St. Louis, MO	08/05/2019	Submitted	08/30/2019	08/30/2019
Floral Park Consulting LLC	Floral Park, NY		Viewed	08/06/2019	
Fors Lux Group (Fors Lux Group Corporation)	Houston, TX	08/05/2019			
Four Stars Ford	JACKSBORO, TX		Viewed	08/16/2019	
Gainsborough Waste	Houston, TX	08/05/2019			
Goodman Bus Service (B H Goodman Bus Service, Inc.)	Houston, TX	08/05/2019			
Goodson Golf & Utility Cars (GALG LLC)	Weatherford, TX	08/05/2019			
Groople Texas, LLC	Mansfield, TX	08/05/2019			
GSI Highway	Dallas, TX	08/05/2019			
Guaranteed Express Inc	Dallas, TX	08/05/2019			
HCDE CPC	Houston, TX		Viewed	08/06/2019	
Holman Parts Distribution	Pennsauken, NJ		Viewed	08/12/2019	
Honesty Construction Group (HCG Management LLC)	Manvel, TX	08/05/2019			
HopSkipDrive (HopSkipDrive, Inc.)	Los Angeles, CA	08/05/2019	No Bid	08/13/2019	09/02/2019
Horizon Coach Lines (Evergreen Trails, INC)	Sandy Springs, MD	08/05/2019			
Horns Crew Trucking (Alvin Horn)	Longview, TX	08/05/2019			
HSI Services, Inc	Waller, TX		Viewed	08/19/2019	
IECGTX (Insurance Estimating & Consulting Group, LLC)	SPRINGTOWN, TX		No Bid	08/13/2019	08/13/2019
Infinity Travel Management (Cobler Investments)	Houston, TX	08/05/2019			
In-Powered by One Significant Act (One Significant Act In-Powered, Inc.)	Houston, TX	08/05/2019			
Jae Keith Escapera Travel Group (Jacqueline Keith)	Houston, TX	08/05/2019			
JHDIII Consulting, LLC	Dallas, TX	08/05/2019			
K&R Group, INC	Houston, TX	08/05/2019			
KANKO (Floyd's Chores & Odd Jobs)	Dallas, TX	08/05/2019			
Kingdomtran (Myki Enterprises)	Houston, TX	08/05/2019			
KMD Hospitality (KMD Hospitality LLC)	Humble, TX	08/05/2019			
Lansdowne Moody Co L.P.	Houston, TX		Viewed	08/30/2019	
Liberty Equipment Sales, Inc.	Houston, TX	08/05/2019	Viewed	08/28/2019	
Local Care EMS Inc. (Local Care EMS)	Houston, TX	08/05/2019			
Logistical Concepts LLC	Humble, TX	08/05/2019			
Mac Haik Ford Pasadena	Pasadena, TX	08/05/2019			
Miller Imaging & Digital Solutions	Austin, TX		Viewed	08/19/2019	
Motor Coach Industries, Inc.	Schaumburg, IL	08/05/2019			
Multi Trolley	Orebro,	08/05/2019			
NESCO, LLC	BLUFFTON, IN	08/05/2019			
Nightlock RGV Distributor LLC	McAllen, TX		No Bid	08/17/2019	08/17/2019
nwbuss	Federal Way, WA	08/05/2019			
Overland Charters	Wichita, KS	08/05/2019			
Park Avenue Solutions	Cedar Hill, TX	08/05/2019			
Perform America-Texas, LLC	Spring, TX	08/05/2019			
Performance Truck INC. (Cleveland Mack sales)	Houston, TX	08/05/2019			
Prime Vendor Inc.	Wilmington, NC		Viewed	08/06/2019	
PROJAN (USA) Inc.	Houston, TX	08/05/2019			
Pronto Shipping and Packaging Services Inc.	Houston, TX	08/05/2019			
R&S Northeast LLC (Dixon-Shane LLC)	Philadelphia, PA		Viewed	08/23/2019	
RA DESIGN STUDIO, LLC	HOUSTON, TX		Viewed	08/07/2019	

Reliable Chevrolet	Richardson, TX	08/05/2019	Viewed	08/05/2019	
RFx Analyst, Inc.	Dover, DE	08/05/2019	Viewed	08/12/2019	
S&B Infrastructure, Ltd.	Houston, TX	08/05/2019			
Sam's Limousine and Transportation (Grand Transportation)	Houston, TX	08/05/2019	No Bid	08/05/2019	08/05/2019
Sams Pack's five star ford	farmers branch, TX	08/05/2019			
Semper Fi Logistics LLC (Elisa Mora)	Edinburg, TX	08/05/2019			
SERVPRO of Metro-Pittsburgh (MKS Services, Inc.)	North Versailles, PA	08/05/2019			
Shoppa's Utility Vehicles (Shoppa's Material Handling, LTD)	Fort Worth, TX	08/05/2019			
Sky Spotless Cleaners (ADAM NAMAL)	Katy, TX	08/05/2019			
Smart Pump Solutions, LLC.	Houston, TX		Viewed	08/30/2019	
SOUTH TEXAS PUMP INC	WESLACO, TX	08/05/2019			
Southeast Vocational Alliance, Inc.	Houston, TX	08/05/2019			
Southern Tire Mart, LLC	Columbia, MS	08/05/2019			
STARS- Transportation Management	Canyon Lake, TX	08/05/2019			
Strategic Partnerships, Inc.	Austin, TX	08/05/2019			
Suddath Workplace Solutions (The Suddath Companies)	jacksonville, FL	08/05/2019			
Supreme Crane and Rigging LLC	Porter, TX	08/05/2019			
Swift Service Company	Houston, TX	08/05/2019			
T.U.C Trucking (The Unbeatable Connection)	Stafford, TX	08/05/2019			
Texas Association of African American Chambers of Commerce (TAAACC)	Austin, TX	08/05/2019			
Texas Custom Trailers, LP	DECATUR, TX	08/05/2019			
TEXAS MEDICAL EQUIPMENT AND SUPPLIES	HOUSTON, TX	08/05/2019			
TEXAS TRANSPORTATION AND LOGISTICS, LLC	HOUSTON, TX	08/05/2019			
Texserve (Dallas County Schools)	DALLAS, TX	08/05/2019			
The Dream Studio	houston, TX	08/05/2019			
The Fuel Masters	Katy, TX	08/05/2019			
THOMAS BUS GULF COAST GP, INC (SELECTTRANSPORTATION RESORCES INC)	HOUSTON, TX	08/05/2019			
TNT Transportation, LLC	Front Royal, VA	08/05/2019			
Transcare llc	Houston, TX	08/05/2019			
Transfinder Corporation	Schenectady, NY	08/05/2019			
TransGates Limousine (American momentum Group LLC)	Houston, TX	08/05/2019			
TRANSPORTATION ONE	CHICAGO, IL	08/05/2019			
TraStar, Inc.	Richardson, TX	08/05/2019			
Tri Ctiy Charter, Inc	Longview, TX	08/05/2019			
Trinity Freight Services, LLC	Fresno, TX	08/05/2019			
US Computing Inc	Columbia, SC	08/05/2019			
Victory Group	Houston, TX		No Bid	08/19/2019	08/19/2019
Waste Systems Equipment Inc	Houston, TX	08/05/2019			
WCA Waste Corporation	Houston, TX	08/05/2019			
Western Motorcoach, Inc	Houston, TX	08/05/2019			
WEX Inc. (Wright Express)	South Portland, ME		Viewed	08/19/2019	
Wood Alternator and Starter Service (Homer J. Wood)	Houston, TX	08/05/2019			
Write Wise Communications, LLC (Isbell)	Houston, TX		No Bid	08/08/2019	08/08/2019
Youthlight, Inc.	Chapin, SC		No Bid	08/28/2019	08/28/2019
Zum Services Inc	Redwood City, CA	08/05/2019	Viewed	08/22/2019	

## External Invitations

Invite Email	Auto Approve	Invitation Date	Status	Status Date
reggie.nunnally@massmail.state.ma.us	Yes	08/05/2019	Invitation Sent	08/05/2019
rharris@kansascommerce.com	Yes	08/05/2019	Invitation Sent	08/05/2019
Lourdes.Zapata@esd.ny.gov	Yes	08/05/2019	Invitation Sent	08/05/2019
todd.mcgonigle@das.state.oh.us	Yes	08/05/2019	Invitation Sent	08/05/2019
raleigh.lewis@state.or.us	Yes	08/05/2019	Invitation Sent	08/05/2019
BusinessDevelopment@dgs.ca.gov	Yes	08/05/2019	Invitation Sent	08/05/2019
Celeste.Metcalf@oa.mo.gov	Yes	08/05/2019	Invitation Sent	08/05/2019
kristiana.j.oliver@wv.gov	Yes	08/05/2019	Invitation Sent	08/05/2019

meg.yetishfsky@ct.gov	Yes	08/05/2019	Invitation Sent	08/05/2019
Thad.Fortune@dms.myflorida.com	Yes	08/05/2019	Invitation Sent	08/05/2019
DOABDMBD@wisconsin.gov	Yes	08/05/2019	Invitation Sent	08/05/2019
Charles.Newton@doa.ri.gov	Yes	08/05/2019	Invitation Sent	08/05/2019
rachel.snell@cpa.state.tx.us	Yes	08/05/2019	Invitation Sent	08/05/2019
mmdhelp.line@state.mn.us	Yes	08/05/2019	Invitation Sent	08/05/2019
deborah.sacra@state.de.us	Yes	08/05/2019	Invitation Sent	08/05/2019
gs-bmwbo@pa.gov	Yes	08/05/2019	Invitation Sent	08/05/2019
froseburgh@idoa.in.gov	Yes	08/05/2019	Invitation Sent	08/05/2019
Clarence.Mann@adeca.alabama.gov	Yes	08/05/2019	Invitation Sent	08/05/2019
ida.mcpherson@dembe.virginia.gov	Yes	08/05/2019	Invitation Sent	08/05/2019
davida.manning@admin.sc.gov	Yes	08/05/2019	Invitation Sent	08/05/2019
BEP.CMS@Illinois.gov	Yes	08/05/2019	Invitation Sent	08/05/2019
ccanorro@omwbe.wa.gov	Yes	08/05/2019	Invitation Sent	08/05/2019
Dennis.English@doa.nc.gov	Yes	08/05/2019	Invitation Sent	08/05/2019
bcovington@mississippi.org	Yes	08/05/2019	Invitation Sent	08/05/2019
TSB@dia.iowa.gov	Yes	08/05/2019	Invitation Sent	08/05/2019

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### Participant Detail

#### 365 Paving & Construction LLC

Address	1618 E. Griffin Parkway Mission, TX 78572	Participation Type:	Active Supplier
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Invitation Date 08/05/2019  
 Invitation Type Automatic  
 Invitation Email(s) 365paving@gmail.com

#### A.T. Kearney

Address	222 W Adams St Chicago, IL 60606	Participation Type:	Active Supplier
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Invitation Date 08/05/2019  
 Invitation Type Automatic  
 Invitation Email(s) alexander.schmidt@atkearney.com

#### AAA Painting

Address	6005 Westview Rd. Houston, TX 77055	Participation Type:	Active Supplier
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Invitation Date 08/05/2019  
 Invitation Type Automatic  
 Invitation Email(s)

#### ABBA Corporate Transportations

Address	8133 Jackrabbit Road Houston, TX 77041	Participation Type:	Active Supplier
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Classifications MBE (Primary)

Response Status Viewed  
 Status Date 08/28/2019

#### Acme Auto Leasing, LLC

Address	440 Washington Ave North Haven, CT 06473	Participation Type:	Active Supplier
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Classifications SBE (Primary)

Response Status Viewed  
 Status Date 08/06/2019

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**Active Minds Academy**

Address	319 W Defee St. Baytown, TX 77520	Participation Type:	Active Supplier
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Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) activemindsacademy@hotmail.com

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**advanced fleet maintenance**

Address	po box 2004 Cleveland, TX 77328	Participation Type:	Active Supplier
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Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) richard@afmdpfcleaning.com

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**AdvanceTec Industries Inc**

Address	1150 NW 163 Drive Miami, FL 33169	Participation Type:	Active Supplier
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Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) acortes@advancetec.com

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**AFC Transportation/GBJ, Inc. (AFC Transportation)**

Address	15734 Aldine Westfield Rd. Houston, TX 77032	Participation Type:	Active Supplier
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Classifications HGA (Primary)

Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) john@afchouston.com skylar@afchouston.com  
Response Status Viewed  
Status Date 08/05/2019

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**Affiliated Movers of Oklahoma City, Inc.**

Address	2200 SE 69th st. Oklahoma city, OK 73149	Participation Type:	Active Supplier
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Classifications SBE (Primary)

Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) Nhowell@affiliatedmovers.com

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**All Points of Texas (APMS of Houston LLC)**

Address	3550 Brittmoore rd. ste 100 Houston, TX 77043	Participation Type:	Active Supplier
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Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) craig@allpointsoftexas.com

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**American Classic Tours & Music Festivals (Classic Music Fetivals, Inc.)**

Address	4243 E. Piedras Dr., Suite 155 San Antonio, TX 78228	Participation Type:	Active Supplier
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Classifications SBE (Primary)

Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) curtis@amclass.com

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**American Equipment & Trailer, Inc**

Address	3707 MLK Jr Blvd Lubbock, TX 79404	Participation Type:	Active Supplier
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Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) stan@aet.us

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**American Medical Institute Inc (N/A)**

Address	6902 Cook Road Houston, TX 77072	Participation Type:	Active Supplier
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Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) Ifye@msn.com

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**Anderson Hydra Platforms, Inc.**

Address	7703 Park Place Rd York, SC 29745	Participation Type:	Active Supplier
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Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) cyndi@inspectabridge.com

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**Armor Gear**

Address	203 Unique Ct. Rosharon, TX 77583	Participation Type:	Active Supplier
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Classifications MBE,SBE (Primary),WBE

Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) sheoop@aol.com

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**Arod Transportation (Roddrick Walker)**

Address	P.O. BOX 716 Fresno, TX 77545	Participation Type:	Active Supplier
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Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) arodtransportation@gmail.com

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**Arrow Moving & Storage Co., Inc**

Address	4322 Milling Rd San Antonio, TX 78219	Participation Type:	Active Supplier
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Classifications SBE (Primary)

Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) kaugostini@arrowmoving.net

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**ATLANTIC PETROLEUM (ATLANTIC PETROLEUM & MINERAL RESOURCES, INC)**

Address	1445 NORTH LOOP W HOUSTON, TX 77008	Participation Type:	Active Supplier
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Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) andah@atlanticpetro.com



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**atlas limousine Inc**

Address 2 fish house rd  
kearny, NJ 07032 Participation Type: Active Supplier

Classifications SBE (Primary)

Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) atlaslimousinellc@yahoo.com

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**Batteries Plus Bulbs, Humble (Shookalot, Inc.)**

Address 9477 FM 1960 Bypass Rd W  
Humble, TX 77338 Participation Type: Active Supplier

Classifications SBE (Primary)

Response Status Viewed  
Status Date 08/06/2019

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**bayway chevrolet**

Address 5719 broadway st  
pearland, TX 77584 Participation Type: Active Supplier

Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) lstahl@baywaychevrolet.com

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**Bekins Moving Solutions, Inc (Bekins A-1 Movers, Inc)**

Address 750 ALMEDA-GENOA  
Houston, TX 77047 Participation Type: Active Supplier

Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) gsalaz@bekinsa1.com

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**Berger Allied of Houston (Berger Texas Inc.)**

Address 3021 Mangum  
Houston, TX 77092 Participation Type: Active Supplier

Classifications TAS (Primary),TXM

Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) gerryb@bergerallied.com

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**BidPrime**

Address 1301 S IH 35  
Austin, TX 78741 Participation Type: Active Supplier

Response Status Viewed  
Status Date 08/21/2019

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**Big Dog Logistics, LLP**

Address 1235 North Loop West  
Houston, TX 77008 Participation Type: Active Supplier

Classifications TXM,SBE (Primary),HUB

Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) klane@bigdoggroup.com

**BLS (Beyond Logistics Services)**

Address	15700 Lexington Blvd. # 505 Sugar Land, TX 77478	Participation Type:	Active Supplier
Classifications	MBE,SBE (Primary),HUB,WBE		
Invitation Date	08/05/2019		
Invitation Type	Automatic		
Invitation Email(s)	sales@beyondls.com		

**Bruckner Truck Sales, Inc.**

Address	3611 Irving Blvd Dallas, TX 75247	Participation Type:	Active Supplier
Invitation Date	08/05/2019		
Invitation Type	Automatic		
Invitation Email(s)	tanderson@brucknertruck.com		
Response Status	Viewed		
Status Date	08/05/2019		

**C & H Transportation (Houston Bus Service)**

Address	10143 Hardison In Houston, TX 77041	Participation Type:	Active Supplier
Invitation Date	08/05/2019		
Invitation Type	Automatic		
Invitation Email(s)	ch@charters.limo debbieo@charters.limo		

**Canon Solutions America, Inc.**

Address	300 Commerce Square Blvd. Burlington, NJ 08016	Participation Type:	Active Supplier
Response Status	Viewed		
Status Date	08/28/2019		

**Cardinal Delivery Service**

Address	P.O. Box 2047 Bellaire, TX 77402	Participation Type:	Active Supplier
Classifications	SBE (Primary)		
Invitation Date	08/05/2019		
Invitation Type	Automatic		
Invitation Email(s)	maroberts@cardinal-delivery.com clinderman@cardinal-delivery.com		

**CCP INDUSTRIES (The Tranzonic Companies)**

Address	26301 Curtis Wright Parkway #200 Richmond Heights, OH 44143	Participation Type:	Active Supplier
Invitation Date	08/05/2019		
Invitation Type	Automatic		
Invitation Email(s)	gguilbeau@ccpind.com		

**CEMA BUS dba HEIGHTS TRANSPORTATION**

Address	8646 CATALINA LANE HOUSTON, TX 77075	Participation Type:	Active Supplier
Classifications	MBE,DIR,HGA,TAS,TCP,TIP,TPA,TXM,USC,SBE,HUB (Primary),WBE		
Invitation Date	08/05/2019		
Invitation Type	Automatic		
Invitation Email(s)	RGALLO@HEIGHTSTRANSPORTATION.COM		

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**CHAR SISTERS PETROLEUM,LLC (FOUR SISTERS PETROLEUM,LLC)**

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Address	2900 N QUINLAN PARK RD, SUITE B240 AUSTIN, TX 78732	Participation Type:	Active Supplier
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Classifications MBE,SBE (Primary),HUB,WBE

Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) RITI@FOURSISTERSPETRO.COM

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**Child Care Associates**

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Address	3000 E BELKNAP ST FORT WORTH, TX 76111-4142	Participation Type:	Active Supplier
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Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) candace.lord@childcareassociates.org patricia.looper@childcareassociates.org

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**cindys logistics llc**

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Address	7509 glen falls houston, TX 77049	Participation Type:	Active Supplier
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Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) angelsanchez@cindyslogisticsllc.com

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**City United Bus**

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Address	506 Loop 12 Irving, TX 75061	Participation Type:	Active Supplier
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Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) christie@usabus.net

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**Connect Tours & Cruises**

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Address	14090 FM 2920 Rd. Tomball, TX 77377	Participation Type:	Active Supplier
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Classifications WBE (Primary)

Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) courtney@connecttours.com

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**Construction Journal**

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Address	400 SW 7th Street Stuart, FL 34994	Participation Type:	Active Supplier
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Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) bids@constructionjournal.com

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**Corporate Relocators, LLC**

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Address	82 Legend Lane Houston, TX 77024	Participation Type:	Active Supplier
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Classifications SBE (Primary),WBE

Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) lbadgett@corporaterelocatorsllc.com

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**Creative Bus Sales**

Address 3880 Valley View Ln Participation Type: Active Supplier  
Irving, TX 75062

Classifications HGA (Primary)

Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) RyanF@CreativeBusSales.com stevea@creativebussales.com  
Response Status Viewed  
Status Date 08/05/2019

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**Cruising Kitchens (Cruising Kitchens LLC.)**

Address 14732 Bulverde Rd Participation Type: Active Supplier  
San Antonio, TX 78247

Classifications SBE (Primary)

Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) info@cruisingkitchens.com

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**Crystal Facility Solutions**

Address 11011 S Wilcrest Dr. Suite B Participation Type: Active Supplier  
Houston, TX 77099

Classifications SBE (Primary)

Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) accounting@cfshouston.com

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**CSI Transportaion Services (Corporate Services International (CSI))**

Address 5701 Southwest freeway Participation Type: Active Supplier  
Houston, TX 77057

Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) info@csidmc.com

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**CypherWorx, Inc.**

Address 130 Andrews St. Participation Type: Active Supplier  
Rochester, NY 14604

Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) sstokey@cypherworx.com

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**D&M Leasing (Commercial Vehicle Leasing, LP)**

Address 1400 West 7th Street Participation Type: Active Supplier  
Fort Worth, TX 76102-2625

Classifications MBE (Primary),HUB

Response Date 09/02/2019  
Response Status Submitted  
Status Date 09/02/2019

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**Daisy Charters (Daisy Tours and Conventions)**

Address 1505 E. Houston St. Participation Type: Active Supplier  
San Antonio, TX 78202

Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) david@daisycharters.com

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**Dr. Mary E. White International, LLC**

Address 3030 W. Fuqua  
Houston, TX 77045 Participation Type: Active Supplier

Classifications MBE,SBE (Primary),HUB,WBE

Response Date 08/10/2019

Response Status No Bid

Status Date 08/10/2019

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**Durham School Services (Durham School Services LP)**

Address 4300 Weaver Parkway  
Warrenville, IL 60555 Participation Type: Active Supplier

Invitation Date 08/05/2019

Invitation Type Automatic

Invitation Email(s) bramsdell@durhamschoolservices.com

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**Echo Transportation (Echo Tours and Charters)**

Address P.O. Box 532789  
Grand Prairie, TX 75053 Participation Type: Active Supplier

Invitation Date 08/05/2019

Invitation Type Automatic

Invitation Email(s) tfox@echotransportation.com

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**Educational Shippers Association (Leveraged Logistics)**

Address 1510 Hunters Pointe Drive  
Richmond, IN 47374 Participation Type: Active Supplier

Classifications TIP,SBE (Primary),WBE

Invitation Date 08/05/2019

Invitation Type Automatic

Invitation Email(s) rharth@saveondelivery.com

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**Ellis Industries**

Address 12818 Tidwell Rd.  
Houston, TX 77044 Participation Type: Active Supplier

Classifications MBE (Primary)

Invitation Date 08/05/2019

Invitation Type Automatic

Invitation Email(s) rbonton@ellisindustries.net

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**Enterprise Fleet Management**

Address 4210 S. Congress Ave.  
Austin, TX 78745 Participation Type: Active Supplier

Classifications TIP (Primary)

Invitation Date 08/05/2019

Invitation Type Automatic

Invitation Email(s) kirby.watson@efleets.com

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**Enterprise Fleet Management, Inc.**

Address 600 Corporate Park Dr.  
St. Louis, MO 63105 Participation Type: Active Supplier

Invitation Date 08/05/2019

Invitation Type Manual

Invitation Email(s) william.j.dobosz@efleets.com

Response Date 08/30/2019

Response Status Submitted

Status Date 08/30/2019

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**Floral Park Consulting LLC**

Address 30, Irving Ave  
Floral Park, NY 11001

Participation Type: Active Supplier

Response Status Viewed  
Status Date 08/06/2019

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**Fors Lux Group (Fors Lux Group Corporation)**

Address 2425 W. Loop South  
Houston, TX 77027

Participation Type: Active Supplier

Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) c.ashmeade@forsluxgroup.com

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**Four Stars Ford**

Address 205 W. BELKNAP STREET  
JACKSBORO, TX 76458

Participation Type: Active Supplier

Classifications HUB (Primary)

Response Status Viewed  
Status Date 08/16/2019

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**Gainsborough Waste**

Address 950 McCarty  
Houston, TX 77029

Participation Type: Active Supplier

Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) larry@gtxwaste.com

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**Goodman Bus Service (B H Goodman Bus Service, Inc.)**

Address 6001 North Shepherd  
Houston, TX 77091

Participation Type: Active Supplier

Classifications SBE (Primary),HUB,WBE

Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) charmain@goodmanbus.com jason@goodmanbus.com sherry@goodmanbus.com

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**Goodson Golf & Utility Cars (GALG LLC)**

Address 1804 Fort Worth Hwy  
Weatherford, TX 76086

Participation Type: Active Supplier

Classifications SBE (Primary),HUB,WBE

Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) Brandt@goodsongolfcars.com

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**Groople Texas, LLC**

Address 990 Hwy 287 N.  
Mansfield, TX 76063

Participation Type: Active Supplier

Classifications MBE,SBE (Primary),HUB

Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) jbutler@groople.com

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**GSI Highway**

Address 2861 S Beltline Rd Participation Type: Active Supplier  
Dallas, TX 75253

Classifications SBE (Primary)

Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) valeriec@gsihighway.com

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**Guaranteed Express Inc**

Address 1720 Regal Row Participation Type: Active Supplier  
Dallas, TX 75235

Classifications SBE (Primary),HUB,WBE

Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) jblakeney@gxcourier.com

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**HCDE CPC**

Address 6005 Westview Drive Participation Type: Active Supplier  
Houston, TX 77055

Classifications SBE

Response Status Viewed  
Status Date 08/06/2019

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**Holman Parts Distribution**

Address 9040 Burrough Dover Lane Participation Type: Active Supplier  
Pennsauken, NJ 08110

Response Status Viewed  
Status Date 08/12/2019

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**Honesty Construction Group (HCG Management LLC)**

Address 3102 Brahman Dr Participation Type: Active Supplier  
Manvel, TX 77578

Classifications MBE (Primary),SBE,HUB

Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) gregwilliams@honestyconstructiongroup.com

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**HopSkipDrive (HopSkipDrive, Inc.)**

Address 1933 S Broadway Participation Type: Active Supplier  
Los Angeles, CA 90007

Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) eric@hopskipdrive.com  
Response Date 09/02/2019  
Response Status No Bid  
Status Date 08/13/2019

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**Horizon Coach Lines (Evergreen Trails, Inc)**

Address 3250 Telephone Rd Participation Type: Active Supplier  
Houston, TX 77023

Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) kseals@horizoncoachlines.com

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**Horns Crew Trucking (Alvin Horn)**

Address 107 B Cherie Ln  
Longview, TX 75604

Participation Type: Active Supplier

Classifications MBE,SBE (Primary),HUB

Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) hornscrew@hornscrew@yahoo.com

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**HSI Services, Inc**

Address 41232 Park 290 Drive  
Waller, TX 77484

Participation Type: Active Supplier

Classifications SBE (Primary)

Response Status Viewed  
Status Date 08/19/2019

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**IECGTX (Insurance Estimating & Consulting Group, LLC)**

Address 924 E HWY 199  
SPRINGTOWN, TX 76082

Participation Type: Active Supplier

Classifications SBE (Primary),WBE

Response Date 08/13/2019  
Response Status No Bid  
Status Date 08/13/2019

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**Infinity Travel Management (Cobler Investments)**

Address 7042 Highway 6 North  
Houston, TX 77095

Participation Type: Active Supplier

Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) curtc@infinitytv.com waynek@infinitytv.com

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**In-Powered by One Significant Act (One Significant Act In-Powered, Inc.)**

Address P.O. Box 88226  
Houston, TX 77288

Participation Type: Active Supplier

Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) dan@mind-tribes.com

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**Jae Keith Escapera Travel Group (Jacqueline Keith)**

Address 1415 S. Voss Road  
Houston, TX 77057

Participation Type: Active Supplier

Classifications MBE,SBE (Primary),WBE

Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) keithjae@gmail.com

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**JHDIII Consulting, LLC**

Address 6029 Beltline Rd.  
Dallas, TX 75254

Participation Type: Active Supplier

Classifications MBE (Primary)

Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) tdixon@jhdiii.com



**K&R Group, INC**

Address 519 Sam Houston Parkway East Ste 430 Participation Type: Active Supplier  
Houston, TX 77060

Classifications MBE,SBE (Primary),WBE

Invitation Date 08/05/2019

Invitation Type Automatic

Invitation Email(s) krgroupinc@yahoo.com

**KANKO (Floyd's Chores & Odd Jobs)**

Address 2031 Cedar Valley Participation Type: Active Supplier  
Dallas, TX 75232

Invitation Date 08/05/2019

Invitation Type Automatic

Invitation Email(s) kankobidops@gmail.com

**Kingdomtran (Myki Enterprises)**

Address 3511 Pinemont Dr. Ste B5 Participation Type: Active Supplier  
Houston, TX 77018

Invitation Date 08/05/2019

Invitation Type Automatic

Invitation Email(s) ride@kingdomtran.com

**KMD Hospitality (KMD Hospitality LLC)**

Address 10706 Kentington Oak Drive Participation Type: Active Supplier  
Humble, TX 77396

Classifications MBE,SBE (Primary),WBE

Invitation Date 08/05/2019

Invitation Type Automatic

Invitation Email(s) karen@kmdhospitality.com annette@kmdhospitality.com

**Lansdowne Moody Co L.P.**

Address 8445 East Freeway Participation Type: Active Supplier  
Houston, TX 77029

Classifications HGA (Primary),TAS

Response Status Viewed

Status Date 08/30/2019

**Liberty Equipment Sales, Inc.**

Address 15115 Claypool St Participation Type: Active Supplier  
Houston, TX 77032

Classifications HUB (Primary),WBE

Invitation Date 08/05/2019

Invitation Type Automatic

Invitation Email(s) sales@libertyequipmentsales.com

Response Status Viewed

Status Date 08/28/2019

**Local Care EMS Inc. (Local Care EMS)**

Address 8353 Nairn Street Participation Type: Active Supplier  
Houston, TX 77074

Classifications MBE (Primary),HUB

Invitation Date 08/05/2019

Invitation Type Automatic

Invitation Email(s) localcareems@gmail.com

**Logistical Concepts LLC**

Address 5830 Shirley Lane  
Humble, TX 77396 Participation Type: Active Supplier

Classifications MBE (Primary)

Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) hwilson@logicepts.com

**Mac Haik Ford Pasadena**

Address 4242 E. Sam Houston Pkwy S.  
Pasadena, TX 77504 Participation Type: Active Supplier

Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) mblanton@machaikpasadena.com

**Miller Imaging & Digital Solutions**

Address PO Box 81771  
Austin, TX 78708 Participation Type: Active Supplier

Classifications HUB (Primary),WBE

Response Status Viewed  
Status Date 08/19/2019

**Motor Coach Industries, Inc.**

Address 1700 E. Golf Road  
Schaumburg, IL 60173 Participation Type: Active Supplier

Classifications HGA (Primary)

Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) Tom.Wagner@mcicoach.com

**Multi Trolley**

Address Nastagatan 2  
Orebro, Sweden 70227 Participation Type: Inactive Supplier

Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) j.s@multitrolley.com

**NESCO, LLC**

Address 3112 E. SR 124  
BLUFFTON, IN 46714 Participation Type: Active Supplier

Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) government@nescorentals.com

**Nightlock RGV Distributor LLC**

Address 6421 N. 10th Street  
McAllen, TX 78504 Participation Type: Active Supplier

Response Date 08/17/2019  
Response Status No Bid  
Status Date 08/17/2019

nwbus			
Address	33207 Pacific Hwy S Federal Way, WA 98003	Participation Type:	Active Supplier
Invitation Date	08/05/2019		
Invitation Type	Automatic		
Invitation Email(s)	marty@nwbus.com		
Overland Charters			
Address	3333 North Hillside Wichita, KS 67219	Participation Type:	Active Supplier
Invitation Date	08/05/2019		
Invitation Type	Automatic		
Invitation Email(s)	Sales@overlandcharters.com		
Park Avenue Solutions			
Address	445 E FM 1382 Ste 3719 Cedar Hill, TX 75104	Participation Type:	Active Supplier
Invitation Date	08/05/2019		
Invitation Type	Automatic		
Invitation Email(s)	christie@parkavenue.solutions		
Perform America-Texas, LLC			
Address	5517 Louetta Rd Spring, TX 77379	Participation Type:	Active Supplier
Invitation Date	08/05/2019		
Invitation Type	Automatic		
Invitation Email(s)	cmartin@perform-america.com		
Performance Truck INC. (Cleveland Mack sales)			
Address	6855 north loop 610 east Houston, TX 77028	Participation Type:	Active Supplier
Classifications	HGA (Primary),TAS		
Invitation Date	08/05/2019		
Invitation Type	Automatic		
Invitation Email(s)	kwhitten@performancetruck.com		
Prime Vendor Inc.			
Address	4622 Cedar Avenue Wilmington, NC 28403	Participation Type:	Active Supplier
Response Status	Viewed		
Status Date	08/06/2019		
PROJAN (USA) Inc.			
Address	4331 Town Plaza Dr. Ste. F1 Houston, TX 77045	Participation Type:	Active Supplier
Classifications	MBE,SBE (Primary)		
Invitation Date	08/05/2019		
Invitation Type	Automatic		
Invitation Email(s)	projan@sbcglobal.net		
Pronto Shipping and Packaging Services Inc.			
Address	3354 ChimneyRock Rd. Houston, TX 77056	Participation Type:	Active Supplier
Invitation Date	08/05/2019		
Invitation Type	Automatic		
Invitation Email(s)	tramell.kukoyi@prontoairfreight.com		

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**R&S Northeast LLC (Dixon-Shane LLC)**

Address	10049 Sandmeyer Lane Philadelphia, PA 19116	Participation Type:	Active Supplier
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Response Status	Viewed
Status Date	08/23/2019

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**RA DESIGN STUDIO, LLC**

Address	1707 DONOVAN STREET HOUSTON, TX 77091	Participation Type:	Active Supplier
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Response Status	Viewed
Status Date	08/07/2019

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**Reliable Chevrolet**

Address	800 North Central Expressway Richardson, TX 75080	Participation Type:	Active Supplier
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Invitation Date	08/05/2019
Invitation Type	Automatic
Invitation Email(s)	dadams@reliablechevrolet.com
Response Status	Viewed
Status Date	08/05/2019

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**RFx Analyst, Inc.**

Address	8 The Green Dover, DE 19901	Participation Type:	Active Supplier
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Invitation Date	08/05/2019
Invitation Type	Automatic
Invitation Email(s)	rfp@rfxanalyst.com
Response Status	Viewed
Status Date	08/12/2019

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**S&B Infrastructure, Ltd.**

Address	3535 Sage Rd. Houston, TX 77056	Participation Type:	Active Supplier
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Invitation Date	08/05/2019
Invitation Type	Automatic
Invitation Email(s)	whited1@sbinfra.com

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**Sam's Limousine and Transportation (Grand Transportation)**

Address	9102 Westpark Dr. Houston, TX 77063	Participation Type:	Active Supplier
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Classifications	MBE,HUB,WBE (Primary)
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Invitation Date	08/05/2019
Invitation Type	Automatic
Invitation Email(s)	kathy.seals@samslimousine.com
Response Date	08/05/2019
Response Status	No Bid
Status Date	08/05/2019

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**Sams Pack's five star ford**

Address	2070 diplomat dr farmers branch, TX 75234	Participation Type:	Active Supplier
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Invitation Date	08/05/2019
Invitation Type	Automatic
Invitation Email(s)	kevinhunter@spford.com

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**Semper Fi Logistics LLC (Elisa Mora)**

Address	1933 W Owassa Rd Edinburg, TX 78539	Participation Type:	Active Supplier
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Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) Semperfilogistics.llc@hotmail.com

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**SERVPRO of Metro-Pittsburgh (MKS Services, Inc.)**

Address	1951 Lincoln Highway North Versailles, PA 15137	Participation Type:	Active Supplier
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Classifications SBE (Primary)

Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) harold@servproofmonroeville.com

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**Shoppa's Utility Vehicles (Shoppa's Material Handling, LTD)**

Address	PO Box 940 Joshua, TX 76058	Participation Type:	Active Supplier
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Classifications TAS (Primary),TXM,USC

Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) shoppas.cking@yahoo.com

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**Sky Spotless Cleaners (ADAM NAMAL)**

Address	6922 Silver Trace Ct Katy, TX 77449	Participation Type:	Active Supplier
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Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) cahidcakir@gmail.com

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**Smart Pump Solutions, LLC.**

Address	11603-A Brittmoore Park Dr. Houston, TX 77041	Participation Type:	Active Supplier
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Classifications MBE,TCP,TIP,USC,SBE,HUB (Primary)

Response Status Viewed  
Status Date 08/30/2019

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**SOUTH TEXAS PUMP INC**

Address	PO BOX 1852 WESLACO, TX 78599	Participation Type:	Active Supplier
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Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) stpump@gmail.com

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**Southeast Vocational Alliance, Inc.**

Address	9690 Almeda Genoa Houston, TX 77075	Participation Type:	Active Supplier
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Classifications TCP (Primary)

Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) klane@svalogistics.com

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**Southern Tire Mart, LLC**

Address 800 Hwy 98  
Columbia, MS 39429

Participation Type: Active Supplier

Classifications TAS (Primary),TIP,TXM

Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) richard.conwill@stmtires.com

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**STARS- Transportation Management**

Address PO Box 2692  
Canyon Lake, TX 78133

Participation Type: Active Supplier

Classifications SBE (Primary)

Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) info@starstran.com

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**Strategic Partnerships, Inc.**

Address 901 S. Mopac Expy  
Austin, TX 78746

Participation Type: Active Supplier

Classifications WBE (Primary)

Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) kyoshida@spartnerships.com

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**Suddath Workplace Solutions (The Suddath Companies)**

Address 815 south main st  
jacksonville, FL 32207

Participation Type: Active Supplier

Classifications DIR (Primary),HGA,TAS,TIP,TXM,USC

Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) aturner@suddath.com

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**Supreme Crane and Rigging LLC**

Address 24865 Wayne Rd  
Porter, TX 77365

Participation Type: Active Supplier

Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) Dan@SupremeCrane.com

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**Swift Service Company**

Address 14029 East Freeway  
Houston, TX 77015

Participation Type: Active Supplier

Classifications MBE (Primary),HUB

Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) arthur@swiftservices.net

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**T.U.C Trucking (The Unbeatable Connection)**

Address 111 Brand Ln  
Stafford, TX 77477

Participation Type: Active Supplier

Classifications MBE,SBE (Primary),HUB,WBE

Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) tuctrucking@gmail.com

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**Texas Association of African American Chambers of Commerce (TAAACC)**

Address	807 Brazos Street Austin, TX 78701	Participation Type:	Active Supplier
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Classifications MBE,SBE (Primary),WBE

Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) info@taaacc.org

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**Texas Custom Trailers, LP**

Address	2050 N. Hwy 287 DECATUR, TX 76234	Participation Type:	Active Supplier
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Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) wade@txcustomtrailers.com

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**TEXAS MEDICAL EQUIPMENT AND SUPPLIES**

Address	PO BOX 1043 ALIEF, TX 77411	Participation Type:	Active Supplier
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Classifications MBE,WBE (Primary)

Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) ebomoo6@aol.com

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**TEXAS TRANSPORTATION AND LOGISTICS, LLC**

Address	PO BOX 1043 ALIEF, TX 77411	Participation Type:	Active Supplier
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Classifications MBE,WBE (Primary)

Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) txtransportlogistics@gmail.com

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**Texserve (Dallas County Schools)**

Address	612 N ZANG BLVD DALLAS, TX 75208	Participation Type:	Active Supplier
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Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) jhaynes@dcschools.com

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**The Dream Studio**

Address	2401 westridge apt 2216 houston, TX 77054	Participation Type:	Active Supplier
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Classifications MBE,HUB,WBE (Primary)

Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) dymondtaylor@icloud.com

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**The Fuel Masters**

Address	4955 Caponi Falls lane Katy, TX 77494-8008	Participation Type:	Active Supplier
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Classifications MBE,SBE (Primary),WBE

Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) jdmccoy57@gmail.com

THOMAS BUS GULF COAST GP, INC (SELECTTRANSPORTATION RESORCES INC)

Address 8806 MISSISSIPPI  
HOUSTON, TX 77029 Participation Type: Active Supplier

Classifications HGA,TAS,TPA,TXM (Primary)

Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) kathy.counseller@strthomas.com

TNT Transportation, LLC

Address 515 North Commerce Ave.  
Front Royal, VA 22630 Participation Type: Active Supplier

Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) dbanville@tnt-transportation.com

Transcare llc

Address 9203 hwy 6 S  
Houston, TX 77083 Participation Type: Active Supplier

Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) transcarehou@gmail.com

Transfinder Corporation

Address 120 Erie Boulevard  
Schenectady, NY 12305 Participation Type: Active Supplier

Classifications SBE (Primary)

Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) gzibro@transfinder.com

TransGates Limousine (American momentum Group LLC)

Address 914 Prairie St  
Houston, TX 77002 Participation Type: Active Supplier

Classifications MBE (Primary)

Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) Jon@transgateslimo.com

TRANSPORTATION ONE

Address 212 W. SUPERIOR #204  
CHICAGO, IL 60654 Participation Type: Active Supplier

Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) JMELNICK@TRANSPORTATIONONE.COM

TraStar, Inc.

Address 860 N. Dorothy Dr., Suite 600  
Richardson, TX 75081 Participation Type: Active Supplier

Classifications MBE,SBE (Primary)

Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) steng@trastarusa.com



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**Tri Cty Charter, Inc**

Address	6065 SE Loop 281 Longview, TX 75602	Participation Type:	Active Supplier
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Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) gary@tricitycharter.com

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**Trinity Freight Services, LLC**

Address	P.O. Box 1601 Fresno, TX 77545	Participation Type:	Active Supplier
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Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) dell@trinityfreightservices.com

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**US Computing Inc**

Address	2026 Assembly St Ste 103 Columbia, SC 29201	Participation Type:	Active Supplier
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Classifications MBE (Primary),SBE

Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) mikeh@uscomputinginc.com

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**Victory Group**

Address	12818 Chiswick Road Houston, TX 77047	Participation Type:	Active Supplier
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Classifications MBE (Primary),SBE,HUB,WBE

Response Date 08/19/2019  
Response Status No Bid  
Status Date 08/19/2019

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**Waste Systems Equipment Inc**

Address	PO Box 40878 Houston, TX 77240	Participation Type:	Active Supplier
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Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) wse1975@sbcglobal.net

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**WCA Waste Corporation**

Address	1330 Post Oak Blvd Houston, TX 77056	Participation Type:	Active Supplier
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Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) cgreen@wcamerica.com mdickerson@wcamerica.com swilwhite@wcamerica.com

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**Western Motorcoach, Inc**

Address	11318 Bedford St Houston, TX 77031	Participation Type:	Active Supplier
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Invitation Date 08/05/2019  
Invitation Type Automatic  
Invitation Email(s) hbao@westernmotorcoach.com

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**WEX Inc. (Wright Express)**

Address	7104 Ripley St. McKinney, TX 75071	Participation Type:	Active Supplier
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Response Status Viewed  
Status Date 08/19/2019

**Wood Alternator and Starter Service (Homer J. Wood)**

Address	680 Aldine Mail Route Road Houston, TX 77037	Participation Type:	Active Supplier
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Invitation Date	08/05/2019
Invitation Type	Automatic
Invitation Email(s)	hjwood@sbcglobal.net

**Write Wise Communications, LLC (Isbell)**

Address	448 W. 19th Street, #359 Houston, TX 77008	Participation Type:	Active Supplier
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Classifications	SBE (Primary),WBE
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Response Date	08/08/2019
Response Status	No Bid
Status Date	08/08/2019

**Youthlight, Inc.**

Address	P o Box 115 Chapin, SC 29036-0115	Participation Type:	Active Supplier
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Response Date	08/28/2019
Response Status	No Bid
Status Date	08/28/2019

**Zum Services Inc**

Address	275 Shoreline Dr Redwood City, CA 94065	Participation Type:	Active Supplier
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Invitation Date	08/05/2019
Invitation Type	Automatic
Invitation Email(s)	rfpresearch@ridezum.com
Response Status	Viewed
Status Date	08/22/2019

**Bid Activity Detail****1st Advertisement**

Activity Date	8/2/2019 12:00:00 AM (CT)
Description	

**2nd Advertisement**

Activity Date	8/5/2019 12:00:00 AM (CT)
Description	

**Pre-Proposal Meeting**

Activity Date	8/6/2019 02:00:00 PM (CT)
Description	The Pre-Proposal Meeting will be held at 6005 Westview Drive, Houston, Texas, 77055

**Proposal Closes**

Activity Date	9/3/2019 02:00:00 PM (CT)
Description	

**Anticipated Board Award**

Activity Date	10/16/2019 01:00:00 PM (CT)
Description	

**Regular Board Meeting****6.D.3.**

<b>Meeting Date:</b>	November 20, 2019		
<b>Title:</b>	Contract Award for Vending Machines and Service for Beverages and Snacks RFP no. 19/062TP		
<b>Submitted For:</b>	Jeff Drury, Choice Partners	<b>Submitted By:</b>	Laura Sprehe
<b>Recommended Action:</b>	Approve	<b>HCDE Goal(s):</b>	4. Provide cost savings by leveraging tax dollars
<b>Additional Resource Personnel:</b>	Trisha Prestigiacomio, Jeff Drury, Richard Vela, Yaritza Roman, Bill Monroe and Dr. Jesus Amezcua	<b>Facilities/Technology Approval Needed?:</b>	None

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**Information****Posted Agenda Item:**

**Contract award for job no. 19/062TP Vending Machines and Service for Beverages and Snacks with the following vendor:** Fresh Brew Group USA, LP (19/062TP-01) for the period of 11/20/2019 through 11/19/2020.

**Subject:**

Choice Partners; New Contract Award; Foodservice Contract; Revenue Generating

**Rationale:**

The process enacted was Request for Proposals (RFP) to acquire proposals from vendors to provide Vending Machines and Service for Beverages and Snacks to HCDE/Choice Partners members.

Three hundred ninety-eight (398) invitations were extended for proposals. One (1) response was received from a vendor. The response was reviewed for compliance with requirements of RFP no. 19/062TP. The response met criteria and requirements of the RFP, and was evaluated and scored. One (1) vendor offering the best value to HCDE/Choice Partners and its members was selected for award.

HCDE/Choice Partners recommends award of a one (1) year contract from 11/20/2019 to 11/19/2020 to the vendor stated above in Posted Agenda Items. Contract no. 19/062TP will be an administrative fee of one (1%) on all sales made under this contract. The contract is governed by the Texas Education Code 44.031.

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**Fiscal Impact**

<b>Included in FY budget Y/N:</b>	Y
<b>Included in current budget amendment Y/N:</b>	N

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**Attachments**

Vending Committee Recommendation  
Vending Evaluation Summary  
Vending Participation List



Harris County Department of Education  
Choice Partners  
Proposal Recommendation Form  
Program Review

[This form is used to document due diligence by Recommendation Committee]

To: Purchasing Division  
From: Recommendation Committee

Laura Sprehe HCDE  
Michael Robles HCDE  
Kristi Nichols HCDE

Job (Bid or RFP#) and Name: 19/062TP Vending Machines and Service for Beverages and Snacks  
Board Meeting Date: 11/20/2019  
Date: 10/22/2019

**Procurement Requirements Available:**

Check One

<input type="checkbox"/>	Under \$2,500 (Requires Division Director and Asst Supt. Approval)
<input type="checkbox"/>	From \$2,500 to \$50,000 (Requires Buyer, Purchasing Director/CFO Approval)
<input type="checkbox"/>	Over \$50,000 (per CH Local)
<input checked="" type="checkbox"/>	Cooperative Programs (Requires Board Approval)

I certify that I have reviewed the attached RFP and certify that all of my actions as a Recommendations Committee Member are within the procurement requirements in accordance with local Board Policies (CH local/legal) and legal (federal and state) policies and administrative guidelines set by the Business Office and Purchasing Division.

I certify that I have adhered to the Purchasing Policies of HCDE concerning the review of this RFP to include policies on conflict of interest (CIQ).

I certify that I am aware of all purchasing policies (CH Local and CH Legal) and administrative procedures of HCDE.

I certify that I am aware of the penalties of not following the purchasing policies and procedures and in specific with section 44.032 of the Texas Education Code which deals with the penalties related to sequential or component purchases.

I further certify that I recommend the execution of a contract after Board approval.

(Note: This form is required of all jobs (bids and RFPs) prepared by all buyers & Director)

**Justification:**

(Any information that pertains to this job (bid or RFP))

19/062TP Vending Machines and Service for Beverages and Snacks

Choice Partners members will utilize this contract for Vending Machines and Service for Beverages and Snacks

This contract will provide a discounted price, superior quality, and comply with state purchasing requirements as stated in TEC §44.031.

This job was competitively bid and advertised. The result of the bid generated the following responses:

Invitations were sent to	398	vendors
HCDE received	1	responses (see attached evaluation summary).

**Recommendation:**

HCDE is recommending with Choice Partners Cooperative for Fresh Brew Group USA, LP.



**Harris County Department of Education  
Choice Partners  
Instructions to Recommendation Committee**

**[This form is used to document due diligence by Recommendation Committee]**

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**To:** Recommendation Committee

**From Choice Partners - Contract Manager:** Trisha Prestigiacamo

**Job (Bid or RFP) # and Name:** 19/062TP  
Vending Machines and Service for Beverages and Snacks

**Board Meeting Date:** 11/20/2019

**Today's Date:** 10/22/2019

Attached are the following materials for your review and possible recommendation to the Superintendent and the Board of Trustees:

Buyer Certification  
Bid Tabulation  
Copy of the Job (Bid or RFP) responses  
Set of Specs will be available for your review

Your responsibility for review of this job (bid or RFP) is to make sure that HCDE receives the best value for the goods and services sought. Please review the attached job (bid or RFP) and certify that all of the procurement requirements have been met in accordance with local Board Policies and legal (federal and state) policies and administrative guidelines set by the Business Office and the Purchasing Division.

Please remember to adhere to section 44.032 of the Texas Education Code, "Enforcement of Purchase Procedures: Criminal Penalties; Removal; Ineligibility" which deal with the penalties related to component, separate, and sequential purchases. In addition, Board policy CH Local and Legal are required to be met as part of your contractual obligation with HCDE.

It should be noted that if a required document is not provided by the bidder, the Purchasing Division will not be able to make a recommendation and or issue a purchase order.

Please review the responses to the job (bid or RFP) and submit the following forms by the required deadline for the next available Board Meeting:

**Signed Certification and Recommendation Form**

If any technicalities or changes need to be made, these must be addressed in the recommendation and presented as such to the Superintendent and the Board of Trustees.

**Agenda Item (Prepared by Buyer handling the job/bid or RFP)**

Once, a recommendation is approved by the Board, the Purchasing Division will issue an award letter and request that any pending bonds or contracts be submitted within 5 days to the District.



**Harris County Department of Education  
Choice Partners  
Effectiveness and Compliance Review Form**

**[This form is used to document due diligence by Recommendation Committee]**

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To: Purchasing Audit File and Jesus J. Amezcua, CPA,  
Assistant Supt. for Business

From Contract Manager:

Purchasing Dept:

Job- Bid or RFP# and Name:

Trisha Prestigiacamo

Kendra Jackson, Assistant Director

19/062TP

Vending Machines and Service for Beverages and Snacks

Board Meeting Date:

11/20/2019

Date:

10/22/2019

**Procurement Requirements Available:**

Check One

Under \$2,500 (Requires Division Director and Asst Supt. Approval)

From \$2,500 to \$50,000 (Requires Buyer, Purchasing Director/CFO Approval)

Over \$50,000 (per CH Local)

Cooperative Programs (Requires Board Approval)

X

I certify that I have reviewed the attached job (bid or RFP) and certify that all of my actions as a Recommendations Committee Member are within the procurement requirements in accordance with Local Board Policies (CH Local/Legal) and Legal (Federal and State) policies and administrative guidelines set by the Business Office and the Purchasing Division.

I certify that I have adhered to the Purchasing Policies of HCDE concerning the review of this job (bid or RFP) to include policies on conflict of interest.

I certify that I am aware of all purchasing policies (CH Local and CH Legal) and administrative procedures of HCDE.

I certify that I am aware of the penalties of not following the purchasing policies and procedures and in specific with section 44.032 of the Texas Education Code which deals with the penalties related to sequential or component purchases. I further certify that I recommend the issuance of a purchase order after Board approval and execution of a contract.

**(Note: This form is required of all jobs (bids and RFPs) prepared by all buyers and Director)**

Contract no. 19/062TP  
Vending Machines and Service for Beverages and Snacks

Evaluation Criteria		Total Weighted Value	Fresh Brew Group
<b>Averages</b>			
(1) Price Overall Cost of Program Pricing as determined by the proposal submitted Pricing may also be based upon usage and coverage		40	33.33
(2) Vendor's experience and reputation References for local governmental entities and with a purchasing cooperative program Local government agencies within the past 5 years Other projects completed within the past 10 years		20	15.00
(3) Quality of Vendor's products/services and extent to which the products/services meet HCDE and HCDE members' needs: Project Management Infrastructure Solutions Quality of Vendor's Products/Service Demonstrated Ability to Perform		25	22.33
(4) Impact on the ability of HCDE members to comply with laws and rules relating to HUB/MWBE/SBE/PDBE/DBE		0	0.00
(5) Whether Vendor's financial capability is appropriate to the size and scope of the project and the total long-term cost to HCDE and HCDE members to acquire the products/service		5	4.33
(6) For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the Vendor or the Vendor's ultimate parent company or majority owner:		0	0.00
(7) Vendor's past relationship with HCDE/CP		5	2.33
(8) Marketing Plan		5	3.00
<b>Total</b>		<b>100</b>	<b>80.3</b>
Evaluation committee for this RFP: Laura Sprehe Michael Robles Kristi Nichols		Invitations sent : 398 prospective bidders Contracts are in accordance with TEC 44.031 It is recommended that the following awards of annual contracts: <u>Contract</u> <u>Vendor</u> 19/062TP -01      Fresh Brew Group USA, LP	
<b>Non-Responsive</b>	<b>0</b>		
<b>Non-Awarded</b>	<b>0</b>		
<b>Award Threshold of 70</b>	<b>1</b>		
<b>Total Responses</b>	<b>1</b>		



# Harris County Department of Education

## Participation Detail as of 10/22/2019 12:31:03 PM (CT)

### Bid Information

Bid Creator	Trisha Prestigiacomo
Email	tjensen@hcde-texas.org
Phone	713 (696) 0742
Fax	
Bid Number	19/062TP
Title	Vending Machines and Services for Beverages and Snacks
Bid Type	Request for Proposal
Issue Date	8/5/2019 08:57 AM (CT)
Close Date	10/4/2019 02:00:00 PM (CT)

### Participation Summary

Company Name	City, State	Invitation Date	Status	Status Date	Response Date
11791 (Tasty Brands) (Tasty Brands)	Syosset, NY	08/05/2019			
1st Choice Restaurant Equipment & Supply, LLC	San Antonio, TX	08/05/2019			
23 THRU ME LLC (23 THRU ME)	Houston, TX	08/05/2019			
365 Paving & Construction LLC	Mission, TX	08/05/2019			
A.F. Import & Wholesale Co.	Houston, TX	08/05/2019			
AAA Painting	Houston, TX	08/05/2019			
AAA Water Purification	Willis, TX	08/05/2019			
AAA Wholesale Company	South San Francisco, CA	08/05/2019			
ABBA Corporate Transportations	Houston, TX		Viewed	08/28/2019	
Abby's Catering (Amber Green Corporation)	Houston, TX	08/05/2019			
ABC&S COMPANY (ROBERT L ROSS INC)	CORPUS CHRISTI, TX	08/05/2019			
Abuso Catering Co.	Houston, TX	08/05/2019			
Ace Mart Restaurant Supply Co	San Antonio, TX	08/05/2019			
Active Minds Academy	Baytown, TX	08/05/2019			
Acute Catering and Events	Houston, TX	08/05/2019			
ADJH Holdings (Pure Water Supply)	Dickinson, TX	08/05/2019			
Advance Pierre Foods	Blue Ash, OH	08/05/2019			
Advance Sales	Houston, TX	08/05/2019			
Advance Sales & Marketing	Dallas, TX	08/05/2019			
AdvancePierre Foods	Cincinnati, OH	08/05/2019			
Advantage office products	Houston, TX	08/05/2019			
All American Poly	Piscataway, NJ	08/05/2019			
Alpha Foods Co.	Waller, TX	08/05/2019			
Alpine Water Systems (Alpine Water Systems, LLC)	Las Vegas, NV	08/05/2019			
American Foods Group (Skylark Meats Brands Division)	Omaha, NE	08/05/2019			
American Pride Paper and Plastic	Lakewood, NJ	08/05/2019			
American Pride Seafoods LLC (American Seafoods International LLC)	New Bedford, MA	08/05/2019			
American Vending Sales, Inc	HOUSTON, TX	08/05/2019	Viewed	08/22/2019	
AmeriQual Group LLC	Evansville, IN	08/05/2019			
Aogo Tech Services	Richmond, TX	08/05/2019			
Apple & Eve	Port Washington, NY	08/05/2019			
ARAMARK Educational Services, LLC	Philadelphia, PA	08/05/2019			
ARTESIA SPRINGS LLC.,	San Antonio, TX	08/05/2019			
Asian Food Solutions (Chinese Food Solutions, Inc)	Oviedo, FL	08/05/2019			
A-Tex Restaurant Supply	San Angelo, TX	08/05/2019			
Awesome Events (Oliver Meili)	houston, TX	08/05/2019			
B.A.S Inc	Katy, TX	08/05/2019			
B2BDistribut, Inc.	Austin, TX	08/05/2019			
Bake Crafters Food Company	Collegedale, TN	08/05/2019			
Baked With Confidence	Houston, TX		Viewed	08/06/2019	

Baker Distributing Company: Scientific Divison (Baker Scientific)	Jacksonville, FL	08/05/2019			
Basic American Foods	Walnut Creek, CA	08/05/2019			
Bearing Fruit Early Childhood Training	HOUSTON, TX	08/05/2019			
Beauty & the Bistro Catering	Corpus Christi, TX	08/05/2019			
Ben E Keith Foods (Ben E Keith Company)	Fort Worth, TX	08/05/2019	Viewed	08/05/2019	
BenchMark Facility Solutions, LLC	Dallas, TX	08/05/2019			
Berk Enterprises	Warren, OH	08/05/2019			
Best Express Foods	Cincinnati, OH	08/05/2019			
BHS Foodservice Solutions, LLC	Amherst, NY	08/05/2019			
BHT SOLUTIONS (BLUEBERRY HAWAII TECHNOLOGY SOLUTIONS LLC)	CYPRESS, TX		Viewed	08/22/2019	
BidPrime	Austin, TX		Viewed	08/22/2019	
BlueBonnet DSD Irving Inc.	Irving, TX	08/05/2019	Viewed	08/27/2019	
BMHR - Better Man HR LLC	SAN ANTONIO, TX	08/05/2019			
Boudreaux's Cajun Kitchen	Plano, TX	08/05/2019			
Boys & Girls Clubs of Greater Houston	Houston, TX	08/05/2019			
BRAUN BEEF CO. INC	SAN ANTONIO, TX	08/05/2019			
BRENNHAM RESTAURANT SUPPLY (CERTIFIED DISTRIBUTORS, INC.)	HOUSTON, TX	08/05/2019			
Bridge Point Integrated Services	Houston, TX	08/05/2019			
BRIGHTER FUTURE, INC.	Houston, TX	08/05/2019			
Brookwood Farms Inc	Siler City, NC	08/05/2019			
Brothers Produce	Freindswood, TX	08/05/2019			
Brothers Produce of Dallas Inc.	Garland, TX	08/05/2019			
BTE Giftware Store (BTE Import-Export)	San Antonio, TX	08/05/2019			
BUDGET RESTAURANT SUPPLY (TAI HING CORPORATION)	Houston, TX	08/05/2019			
Buena Vista Foods (Sterling Foods)	Azusa, CA	08/05/2019	Viewed	08/05/2019	
Burkett Business	Liberty Hill, TX	08/05/2019			
Butler Business Products, LLC	Houston, TX	08/05/2019			
BWA Reps, Inc.	Mansfield, TX		Viewed	08/13/2019	
C & H Transportation (Houston Bus Service)	Houston, TX		No Bid	08/26/2019	08/26/2019
Cafe Favorites (W.A. Kretch Co., LLC)	Lakeland, FL	08/05/2019			
Caldarella's Restaurant Supply (Caldarella's Inc)	El Paso, TX	08/05/2019			
Canteen (Compass Group)	Dallas, TX		Viewed	09/30/2019	
Capitol Air Conditioning Services (Capitol Air Conditioning Services LLC,)	Georgetown, TX		Viewed	09/19/2019	
Cargill Kitchen Solutions	Monticello, MN	08/05/2019			
Cargill Meat Solutions	Wichita, KS	08/05/2019			
Cargill Meat Solutions Corporation	Wichita, KS	08/05/2019			
casarez restaurant	houston, TX	08/05/2019			
Catering by George, Inc	Houston, TX	08/05/2019			
Cavendish Farms Inc.	Jamestown, ND	08/05/2019			
CC Distributors, Inc.	Corpus Christi, TX	08/05/2019			
Cebev LLC/Juice Bowl	Boca Raton, FL	08/05/2019	Viewed	08/28/2019	
Cedisus, LLC	Evansville, IN	08/05/2019			
Charlie's Catering Company	Stafford, TX	08/05/2019			
Chef B Services (Boycott Ranch Dressing, LLC)	The Woodlands, TX	08/05/2019			
Chef's Corner Foods (Omnibus Trading Corp)	Hayward, CA	08/05/2019			
chefs produce company (anyway you slice it,inc.)	houston, TX	08/05/2019			
Chick-fil-A of Lake Houston and Humble (Matthew Michaels)	Humble, TX	08/05/2019			
Child Care Associates	FORT WORTH, TX	08/05/2019			
CHURCHFIELD TRADING CO	SANTA YNEZ, CA	08/05/2019			
Cibus Brokerage	Addison, TX	08/05/2019	Viewed	08/05/2019	
CINPAK INC.	SAN ANTONIO, TX	08/05/2019			
Cisneros Packing Co., Inc.	Raymondville, TX	08/05/2019			
Citadel Enterprises Inc	San Jose, CA	08/05/2019			
Clark Food Service Equipment (Clark Associates Inc)	Lancaster, PA	08/05/2019			
Coca-Cola Refreshments	Dallas, TX	08/05/2019			
Coker Service of Houston, Inc	Humble, TX	08/05/2019			
Comida Vida, Inc.	Fairmont, MN	08/05/2019			
ConAgra Foods, Inc.	Troy, OH	08/05/2019	Viewed	08/05/2019	
Cool Bev. (Cool Beverages of Texas Inc.)	Houston, TX	08/05/2019			
Coolers Inc.	Houston, TX	08/05/2019	No Bid	08/06/2019	10/03/2019

Corporate Caterers North Houston (MP Catering)	Houston, TX	08/05/2019			
Crystalo enterprises inc	Glenn Dale, MD	08/05/2019			
Culinary Standards (RSW Distributors, LLC)	Louisville, KY	08/05/2019			
Curtis 1000	Duluth, GA	08/05/2019			
D&W FINE PACK LLC	FOUNTAIN INN, SC	08/05/2019	Viewed	08/12/2019	
Danmart, Inc	Houston, TX	08/05/2019			
Darlington (Darlington Cookie Company)	Noblesville, IN	08/05/2019	Viewed	08/05/2019	
dave's baking company (Bake R US inc)	santa monica, CA	08/05/2019			
Davila Pharmacy Inc	San Antonio, TX	08/05/2019			
Del Monte Foods, Inc.	Walnut Creek, CA	08/05/2019			
Devin Distributing an Packaging	Palmhurst, TX	08/05/2019			
DFMi (D&F Marketing Inc.)	Tucker, GA	08/05/2019			
DiMare Fresh, Inc.	Fort Worth, TX	08/05/2019			
Diversified Foodservice Mfg. - DFM (D&F Marketing Inc)	Tucker, GA	08/05/2019			
Domino's Pizza	Orange, TX	08/05/2019			
Domino's Pizza (MAC Pizza Management, Inc.)	College Station, TX	08/05/2019			
Dominos, LLC	Ann Arbor, MI	08/05/2019			
Double B Foods	Arlington, TX	08/05/2019			
Double 'D' International Food Co., Inc.	Bedford, TX	08/05/2019			
Douglas Equipment (Douglas Food Stores Inc)	Bluefield, WV	08/05/2019			
Dr Pepper Bottling Company of Texas (Dr Pepper Snapple Group)	Plano, TX	08/05/2019			
Dr. Clean Ice Machines	Katy, TX	08/05/2019			
Dr. Ken Brumfield, Learning Empire	Santa Ana, CA		Viewed	08/22/2019	
Dr. Mary E. White International, LLC	Houston, TX		No Bid	08/10/2019	08/10/2019
Dream Catcher Learning Academy	Humble, TX	08/05/2019			
Dream Divaz (Toni Cormier)	Houston, TX	08/05/2019			
Dutchboy Food Systems, Inc	Knoxville, TN	08/05/2019			
Dynamic Foods	Lubbock, TX	08/05/2019			
East Pointe Holdings, Inc.	Longview, TX	08/05/2019			
Efficient Consultants	Los Angeles, CA	08/05/2019			
El Campo Refrigeration & Restaurant Supply, Inc	El Campo, TX	08/05/2019			
Elite Coffee Cafe (Suite Developments LLC)	Houston, TX	08/05/2019			
ELP Enterprises, Inc	Houston, TX	08/05/2019			
Empire Vending (Jordan Abernathy)	Katy, TX		Viewed	08/26/2019	
Epic Harvest (Epic Harvests LLC)	Jacksonville, FL	08/05/2019			
ES Foods/East Side Entrees	Woodbury, NY	08/05/2019			
Exclusive Catering of Houston	Houston, TX	08/05/2019			
Executive Pro High Cleaning Agency	Houston, TX		Viewed	08/21/2019	
Executive Vending Services	Houston, TX	08/05/2019			
FamilyPoint Resources	Houston, TX	08/05/2019			
Fastenal Company	Winona, MN	08/05/2019			
First Choice Foods	Fort Worth, TX	08/05/2019			
First Place Foods, LLC	Garland, TX	08/05/2019			
Fit Foodz, Inc.	Atlanta, GA	08/05/2019			
Floral Park Consulting LLC	Floral Park, NY		Viewed	08/06/2019	
Foodscapes (Glanbia Nutritionals, Inc.)	Fitchburg, WI	08/05/2019			
Fors Lux Group (Fors Lux Group Corporation)	Houston, TX	08/05/2019			
Foster Farms (Foster Poultry Farms)	Livingston, CA	08/05/2019	No Bid	08/05/2019	08/12/2019
Franklin Southern Maid Donuts	Houston, TX	08/05/2019			
Freebirds World Burrito (Tavistock Freebirds, LLC)	Austin, TX	08/05/2019			
French Press Cafe (Majestic Enterprises & Investments)	Houston, TX	08/05/2019			
Frenchy's Sausage Company, Inc.	Houston, TX	08/05/2019			
Fresh Baby LLC	Petoskey, MI	08/05/2019			
Fresh Brew Group (Fresh Brew Group USA LP)	Houston, TX	08/05/2019	Submitted	09/30/2019	09/30/2019
Fresh Innovations of California, LLC	oxnard, CA	08/05/2019			
Frito-Lay	Plano, TX	08/05/2019			
Frosty Treats (FTI Wholesale, Inc.)	Kansas City, MO	08/05/2019			
FSISW, LLC	Houston, TX	08/05/2019			
Fuddruckers (Luby's Fuddruckers restrants Inc)	Houston, TX	08/05/2019			
Full Filled Project Inc	Plano, TX	08/05/2019			
Fundraising Forever	Katy, TX	08/05/2019			
Fusion Food Marketing & Sales	Houston, TX	08/05/2019	Viewed	08/05/2019	
GDK Go Inc. DBA Dominos Pizza	Houston, TX	08/05/2019			

Glazier Foods Company	Houston, TX	08/05/2019			
Global Coffee Company	Houston, TX	08/05/2019			
Global Equipment Company Inc. (Global Industrial, Global Industrial Equipment)	Buford, GA	08/05/2019			
Global Foods Inc.	Las Vegas, NV	08/05/2019			
Globe Office Products	Houston, TX	08/05/2019			
GOD FEARING POWER HOUSE (POWER ROCK COMMUNITY CENTR)	HOUSTON, TX	08/05/2019			
Gold Creek Foods, LLC	GAINESVILLE, GA	08/05/2019			
Goldkist, A Pilgrim's Pride Company (Pilgrim's Pride Corporation)	Greeley, CO	08/05/2019			
Good Harbor Fillet Co., LLC	Gloucester, MA	08/05/2019			
Gordon Food Service, Inc.	Grand Rapids, MI	08/05/2019			
Grace Academy Learning Center (Healing the Family, Inc.)	Houston, TX	08/05/2019			
Great Western Dining Service, Inc.	Tipton, MO	08/05/2019			
HAH INC	Houston, TX	08/05/2019			
Hapi Drinks, LLC	Austin, TX	08/05/2019			
Hardie	Houston, TX	08/05/2019			
HARDIES FRESH FOODS	HOUSTON, TX	08/05/2019			
Hardies Fruit & Vegetable Co. Houston-LP	Dallas, TX	08/05/2019			
Harris School Solution	Niagra Falls, NY	08/05/2019			
Harvest Hill.	Stamford, CT	08/05/2019			
Hawaiian Fruit Freeze (Howie Tropical Flurry Drink, Inc.)	Pflugerville, TX	08/05/2019			
HCONE International IMPEX Inc (Enoch Kabutey)	Houston, PA	08/05/2019			
Healthy Lunch Box	Houston, TX	08/05/2019			
Heart Nation Inc	Humble, TX	08/05/2019			
Heart of Texas Biscuits	Waco, TX	08/05/2019			
HELPING HANDS FITNESS AND NUTRITION	BELLAIRE, TX	08/05/2019			
HERITAGE FOOD SERVICE EQUIPMENT INC	FORT WAYNE, IN	08/05/2019	Viewed	08/07/2019	
Hickory Hollow Restaurant (Bayou BBQ Inc.)	houston, TX	08/05/2019	Viewed	08/20/2019	
HIGH LINER FOODS	Portsmouth, NH	08/05/2019			
Hiland Dairy Foods Company	Dallas, TX	08/05/2019			
Hillyard Texas (Hillyard, Inc.)	San Antonio, TX	08/05/2019			
Hinsdale Farms	Bristol, IN	08/05/2019			
Hometown Vending Services, Inc.	Magnolia, TX	08/05/2019			
Horizon Snack Foods, Inc	Livermore, CA	08/05/2019			
Horizon Software International	Duluth, GA	08/05/2019			
Horizon Software International, LLC	Duluth, GA	08/05/2019			
Hormel	Austin, MN	08/05/2019			
Horns Crew Trucking (Alvin Horn)	Longview, TX	08/05/2019			
HOT Biscuits (Heart of Texas Biscuits Inc.)	Waco, TX	08/05/2019			
Houston Katz's LLP	Houston, TX	08/05/2019			
Houston Laser & Chemical Supply Inc	CYPRESS, TX	08/05/2019			
Houston Urban Debate League	Houston, TX	08/05/2019			
Hungry's Cafe & Bistro	Houston, TX	08/05/2019			
Ice Cream Specialties (Z.I. Rose Inc.)	Bedford, OH	08/05/2019			
Icelandic USA, Inc	Newport News, VA	08/05/2019			
Idaho Pacific	Ririe, ID	08/05/2019			
Idahoan Foods, LLC	Idaho Falls, ID	08/05/2019			
IECGTX (Insurance Estimating & Consulting Group, LLC)	SPRINGTOWN, TX		No Bid	08/13/2019	08/13/2019
Innoseal Systems	Charlotte, NC	08/05/2019	Unsubmitted	08/05/2019	
Innovation Education Center	Houston, TX		Viewed	09/23/2019	
Integrated Food Service (Let's Do Lunch, Inc)	Gardena, CA	08/05/2019			
Interflex Inc	West Reading, PA	08/05/2019			
J.M. Smucker Company/Smucker Foodservice, Inc. (The J.M. Smucker Company)	Orrville, OH	08/05/2019			
J.O.Y. Foods, Inc.	Dallas, TX	08/05/2019			
J.R. Simplot Company	Boise, ID	08/05/2019			
JAB TRADING	SAN ANTONIO, TX		Viewed	09/18/2019	
Jake's Finer Foods	Houston, TX	08/05/2019			
Jean's Restaurant Supply (TARI INC)	Corpus Christi, TX	08/05/2019			
Jennie-O Turkey Store Sales, LLC	Willmar, MN	08/05/2019	Viewed	08/07/2019	
JES Restaurant Equipment	Greenwood, SC	08/05/2019			
JNSFOODS	tamarac, FL	08/05/2019			

John Williams (Mrs litha child care center)	La porte, TX	08/05/2019		
Jones-Neitzel Co	Dallas, TX	08/05/2019		
Jonny Pops, LLC	St. Louis Park, MN	08/05/2019		
jp ice cream (ja-en enterprises)	Pharr, TX	08/05/2019		
JTM Food Group (J.T.M. Provision's Company, Inc)	Harrison, OH	08/05/2019		
kaizen Renewable Energy (kaizen Endeavors, Inc.)	Dallas, TX	08/05/2019		
KANKO (Floyd's Chores & Odd Jobs)	Dallas, TX	08/05/2019		
KD Acquisition I, LLC dba Kings Delight (Kings Delight)	Gainesville, GA	08/05/2019		
Kendrick Skipper dba Chick-fil-A at Magnolia	Magnolia, TX	08/05/2019		
Kent Precision Foods Group	St. Louis, MO	08/05/2019	Viewed	08/07/2019
KEYIMPACT SALES & SYSTEMS	AUSTIN, TX	08/05/2019	Viewed	08/20/2019
KeyImpact Sales & Systems, Inc.	Pasadena, TX	08/05/2019		
Kings Delight	Gainesville, GA	08/05/2019		
Kitchen Resources, L.P.	Harlingen, TX	08/05/2019		
Klement Ice Cream Vendors (Karl Klement Properties, Inc.)	Decatur, TX	08/05/2019		
Kojak's Cafe	Houston, TX	08/05/2019		
Kommerical Kitchens (Terry Woodard Enterprises, Inc)	Rose City, TX	08/05/2019		
Kraft Heinz Foods Company	Pittsburgh, PA	08/05/2019		
Kurz & Co.	Houston, TX	08/05/2019		
Kyd Leap of Faith	Houston, TX	08/05/2019		
La Brisa Ice Cream Co (Guadalupe Flores)	Houston, TX	08/05/2019		
la Madeleine (HZ LM Casual Foods)	Sugarland, TX	08/05/2019		
Labatt Food Service	San Antonio, TX	08/05/2019		
Lagniappe Dining Services (Mr. C's Custom Deli and Bistro)	Galveston, TX	08/05/2019		
Lakeland Marketing	Spring, TX	08/05/2019		
Lamb Weston	Eagle, IL	08/05/2019	Viewed	08/20/2019
Land O'Lakes	Arden Hills, MN	08/05/2019		
Land O'Lakes/Advantage Waypoint LLC (Land O'Lakes)	Tampa, GA	08/05/2019	Viewed	08/23/2019
Lange Distributing Company Incorporated	Bryan, TX	08/05/2019		
Launch Point CDC, Inc.	Houston, TX	08/05/2019		
Lazo Food Brokerage (Vanessa Lazo)	Houston, TX	08/05/2019	Viewed	08/25/2019
Lenny's Sub shop 268	Houston, TX	08/05/2019		
Liberty Office Products (Liberty Data Products, Inc)	Houston, TX	08/05/2019		
Lighthouse Groups LLC	Saint Louis, MO	08/05/2019		
Little Ones Daycare	Pasadena, TX	08/05/2019		
Lockridge Packaging, LLC	Friendswood, TX	08/05/2019		
Lone Star Coffee LLC	Houston, TX	08/05/2019		
Lott Marketing	Houston, TX	08/05/2019		
Lux Bakery, Inc.	SAN ANTONIO, TX	08/05/2019		
M.C.I. Foods/Los Cabos Mexican Foods (M.C.I. Foods, Inc.)	Santa Fe Springs, CA	08/05/2019		
Magic Seasoning Blends, LLC	New Orleans, LA	08/05/2019		
Maid-Rite Specialty Foods, LLC	Dunmore, PA	08/05/2019	Viewed	08/05/2019
MARY LOUS TWIRLERS & DRILL TREAM (TERRY LYNN DAVIS)	HOUSTON, TX	08/05/2019		
Masters Distribution (The Masters Distribution Systems Company, Inc.)	Arlington, TX	08/05/2019		
McCain Foods USA, Inc.	lisle, IL	08/05/2019		
McKenna Contracting, Inc	Spring, TX		No Bid	09/04/2019 09/04/2019
McLane Global	Houston, TX	08/05/2019		
McLean Marketing	Boerne, TX	08/05/2019		
McCliff Vending & Office Coffee Service (McCliff Partner, LTD)	Austin, TX	08/05/2019	Viewed	08/21/2019
McNair Packaging	westfield, MA	08/05/2019		
Melange Catering (Melange Fine Cuisine, Inc.)	Houston, TX	08/05/2019		
Mendoza Fresh Produce	Houston, TX	08/05/2019		
MERCER TECHNOLOGIES FIRM	Gary, IN		Viewed	08/30/2019
Michael Foods Inc.	Minnetonka, MN	08/05/2019		
Millunzi & Associates	The Woodlands, TX	08/05/2019		

Monocoque Diversified Interest	Austin, TX	08/05/2019			
Mr. C's Custom Deli and Catering	Galveston, TX	08/05/2019			
Mrs. Clark's Foods (MCF Operating LLC)	Ankeny, IA	08/05/2019			
Mufasa's Pride Rites of Passage	Houston, TX	08/05/2019			
Muffin Town (JSB Industries, Inc.)	Chelsea, MA	08/05/2019			
MyECOPlanet, LLC	Houston, TX	08/05/2019			
Nardone Bros Baking Co Inc.	Wilkes Barre, PA	08/05/2019			
National Food Group, Inc	Novi, MI	08/05/2019			
National Restaurant Supply	El Paso, TX	08/05/2019			
New Spectrum Educational Consultants (Civil Society Educational Consultants)	Houston, TX	08/05/2019			
Newton Brokerage (Margueritte D. Newton)	Houston, TX	08/05/2019			
Nicho Produce Co., Inc.	Edinburg, TX	08/05/2019			
Nogales Produce Inc.	Dallas, TX	08/05/2019			
NORDCO Marketing, Inc.	The Woodlands, TX	08/05/2019			
Northbourne Food Suppliers	Houston, TX	08/05/2019			
Norvik Int Inc dba Bon Jour Catering notables	Houston, TX	08/05/2019			
NT Printing Services	Brooklyn Center, MN	08/05/2019	Viewed	08/22/2019	
NU Health Foods, LLC	Houston, TX	08/05/2019			
Nuemman (Nuemman LLC)	Marina Del Rey, CA	08/05/2019			
Nuksy's Fine Catering LLC	Mckinney, TX		Viewed	08/14/2019	
Oscar's Creamery & Catering (Inwood Associations LLC)	Missouri City, TX	08/05/2019			
Otis Spunkmeyer LLC	Houston, TX	08/05/2019			
Out of the Shell DBA Yangs 5th Taste	San Leandro, CA	08/05/2019			
Ozarka (Nestle Waters North America)	South El Monte, CA	08/05/2019	No Bid	08/05/2019	08/05/2019
Panera Bread	Stamford, CT	08/05/2019	Viewed	08/05/2019	
Papa John's (GFPM LLC)	Austin, TX	08/05/2019			
Papa John's Pizza (Houston Pizza Venture, LP)	Houston, TX	08/05/2019			
PAPA JOHN'S PIZZA (ZKS VENTURES INC)	Houston, TX	08/05/2019			
Papa John's Pizza (ZTF ENTERPRISE, INC.)	PASADENA, TX	08/05/2019			
PAPA JOHN'S PIZZA LUMBERTON, SILSBEE & KUNTZ (MANS FOOD GROUP)	Houston, TX	08/05/2019			
Papa Murphy's Pizza (Limmerick Pizza Works Memorial, LLC)	RICHMOND, TX	08/05/2019			
PASCO BROKERAGE, INC.	Pearland, TX	08/05/2019			
Patterson Medical Supply Inc.	PLANO, TX	08/05/2019			
Payton's Blend (Payton's Blend LLC)	Warrenville, IL	08/05/2019			
PCS Revenue Control Systems, Inc.	Houston, TX	08/05/2019			
PepsiCo	Englewood Cliffs, NJ	08/05/2019			
Perdue Foods LLC	Houston, TX	08/05/2019	Viewed	08/05/2019	
Perfect Parfait Holdings LLC	Salisbury, MD	08/05/2019			
Peterson Farms Fresh, Inc	Plano, TX	08/05/2019			
PFG Victoria (Vistar Corporation)	Shelby, MI	08/05/2019	Viewed	08/22/2019	
PHD Resources & Taxes	Cenninnel, CO	08/05/2019			
Phil-Paul Tax Services	Houston, TX	08/05/2019			
Pilgrims Pride Corp	Houston, TX	08/05/2019			
Pollock	Greeley, CO	08/05/2019			
Potbelly Sandwich Works, LLC	Grand Prairie, TX	08/05/2019			
Power of Choosing Inc.	Chicago, IL	08/05/2019			
Preferred Meal Systems, Inc	Texas, TX		Viewed	09/25/2019	
Preferred Packaging Sales & Service (Sycamore Sales Inc.)	Berkeley, IL	08/05/2019			
Preschool Express Learning Academy	Norcross, GA	08/05/2019			
Presidential Staffing Solutions	Humble, TX	08/05/2019			
Prime Central Store (Waretrack, Inc.)	San Antonio, TX	08/05/2019			
Prime Medical Store (MEDISOUTH, INC.)	HOUSTON, TX	08/05/2019	Viewed	08/26/2019	
Prime Vendor Inc.	HOUSTON, TX		Viewed	09/18/2019	
PrimeroEdge (Cybersoft Technologies, Inc.)	Wilmington, NC		Viewed	08/06/2019	
Pro Beverage Solutions, LLC	Houston, TX	08/05/2019			
Pro City Vending, LLC	Austin, TX	08/05/2019			
Proview Foods LLC	Pearland, TX		Viewed	08/28/2019	
Quality Star Products Ltd.	Gainseville, GA	08/05/2019			
Quantum Foods, LLC	Garland, TX	08/05/2019			
RA DESIGN STUDIO, LLC	Bolingbrook, IL	08/05/2019			
Rainbow Water Purification	HOUSTON, TX		Viewed	08/07/2019	
	Houston, TX	08/05/2019			

Ramos & Harrison	Corpus Christi, TX	08/05/2019		
Rapids Wholesale (Dascoa)	Marion, IA	08/05/2019		
Red Gold, LLC (Calfed Financial Corporation)	Orestes, IN	08/05/2019		
Redfish Seafood Grill	Houston, TX	08/05/2019		
refresh LLC	beaumont, TX	08/05/2019		
Revolution Foods, Inc.	Oakland, CA	08/05/2019		
REXCO FOODS LLC	The Woodlands, TX	08/05/2019		
RFx Analyst, Inc.	Dover, DE	08/05/2019	Viewed	08/12/2019
Rich Chicks, LLC	Tracy, CA	08/05/2019		
Rich Products Corporation	Buffalo, NY	08/05/2019	Viewed	08/22/2019
Right Choice Materials Company	Houston, TX		Viewed	08/08/2019
Rising Star Academy	Houston, TX	08/05/2019		
River City Produce Co., Inc	San Antonio, TX	08/05/2019		
Rodriguez Foods LTD	Fort worth, TX	08/05/2019		
Rose & Shore	Vernon, CA	08/05/2019		
S.A. Piazza & Associates, LLC	Clackamas, OR	08/05/2019	Viewed	08/26/2019
Salata (Salata Holding Company, LLC)	Houston, TX	08/05/2019		
Sargent Foods LLC	Sarasota, FL	08/05/2019		
Scarmardo Produce Inc.	Bryan, TX	08/05/2019	Viewed	09/09/2019
schoenmann produce co.	houston, TX	08/05/2019		
School Choices	Spring, TX	08/05/2019		
Schwan's Food Service, Inc.	Marshall, MN	08/05/2019	Viewed	08/05/2019
Shepherd Food Equipment (Crazy Cousins, Inc.)	Dallas, TX	08/05/2019		
SilverLine Distributors	HOUSTON, TX	08/05/2019		
Smart Choice Vending (SKE Enterprises)	League City, TX	08/05/2019		
Smart Mouth Foods (Bull's Eye Brands, Inc.)	Atlanta, GA	08/05/2019		
Smart Pump Solutions, LLC.	Houston, TX		Viewed	08/30/2019
Smart Scholars Foundation	Houston, TX		Viewed	09/14/2019
SnackKit (William Cole Distribution)	Spring, TX	08/05/2019		
Sodexo Services of Texas Limited Partnership	Gaithersburg, MD	08/05/2019		
SOMMA Food Group, LLC	Dallas, TX	08/05/2019		
South Mill Mushroom Sales	Kennett Square, PA	08/05/2019		
Southern Dynamic Resources	Lithonia, GA	08/05/2019		
Southwest Foodservice Excellence	Scottsdale, AZ	08/05/2019		
Sparkletts (DS Waters) (DS WATERS OF AMERICA, INC.)	ATLANTA, GA	08/05/2019		
Speedy Burger, LLC	Houston, TX	08/05/2019		
Spur Employment, Inc.	HUNTSVILLE, AL	08/05/2019		
Stafford-Smith, Inc.	KALAMAZOO, MI		Viewed	09/25/2019
Stampede Meat, Inc	Bridgeview, IL	08/05/2019		
STEM Urban Perspective (Science, Technology, Engineering with an Urban Perspective)	Humble, TX	08/05/2019		
Stockwell	Oakland, CA	08/05/2019	Viewed	08/06/2019
Summit Food Brokers (Eichenlaub, Inc)	Spring, TX	08/05/2019		
SUNNY SKY PRODUCTS (SUNNY SKY PRODUCTS, LLC)	Houston, TX	08/05/2019	Viewed	08/07/2019
SunOpta Foods, Inc.	Edina, MN	08/05/2019	Viewed	08/21/2019
Super Bakery	Cleveland, OH	08/05/2019	No Bid	08/07/2019 08/23/2019
Superior Bean And Seed (E & J AGRI, INC.)	SUDAN, TX	08/05/2019		
Susan Harautuneian	fresno, CA	08/05/2019		
Sweet Dreams Gourmet/ Sugar Bunch Creations (S.D.Candy Co, Inc)	Houston, TX	08/05/2019		
Synergy-Enterprises	Addison, TX	08/05/2019		
Sysco Houston, Inc.	Houston, TX	08/05/2019		
Tampa Maid Foods, Inc	Lakeland, FL	08/05/2019		
Texas Association of African American Chambers of Commerce (TAAACC)	Austin, TX	08/05/2019		
Texas Blue Springs Distributors LLLP	Tomball, TX	08/05/2019		
Texas Food Service Equipment Supply	Houston, TX	08/05/2019		
Texas Superior Water Company (Texas Superior Water, Inc.)	Jasper, TX	08/05/2019		
The Core Group	Chino, CA	08/05/2019	Viewed	08/05/2019
The Daily Java (Java Enterprises Inc.)	Dallas, TX		Viewed	08/26/2019
THE FATHERS TABLE	Sanford, FL	08/05/2019		
The Heart of God Restoration Ministry	Houston, TX	08/05/2019		
The Hubert Company (The Hubert Comany LLC)	Harrison, OH	08/05/2019		
The Paper Plate, Inc	Dallas, TX	08/05/2019		

The Safe + Fair Food Company	Chicago, IL	08/05/2019			
The School Group	cypress, TX	08/05/2019			
THIRD COAST FRESH	HOUSTON, TX	08/05/2019			
TMB Screen Printing & Embroidery Spring	Spring, TX	08/05/2019			
Tony's Barbecue & Steak House	Baytown, TX	08/05/2019			
Trident Beverage	Houston, TX	08/05/2019	No Bid	08/05/2019	08/05/2019
Trident Marketing	Katy, TX	08/05/2019			
Trident Seafoods	Seattle, WA	08/05/2019			
Tropical Flurry LLC (IAF Beverage LLC)	Dallas, TX	08/05/2019			
True Brew Enterprises	Plano, TX	08/05/2019			
Truitt Family Foods	Salem, OR	08/05/2019			
Tyson Prepared Foods, Inc.	Springdale, AR	08/05/2019			
Uberrito, Monterey's Little Mexico. Casa Ole (Mexican Restaurants, Inc.)	Houston, TX	08/05/2019			
Ultra Pure Solutions (UPS, Inc.)	Houston, TX	08/05/2019			
UNITED Sales & Service	Arvada, CO	08/05/2019			
Uno Foods, Inc.	Brockton, MA	08/05/2019			
Valley Services, Inc.	Jackson, MS	08/05/2019	Viewed	08/05/2019	
Vend Natural Holdings, LLC	Annapolis, MD		Viewed	08/07/2019	
Veritiv (formerly Unisource) (Veritiv Operating Company)	Dallas, TX	08/05/2019			
Victory Group	Houston, TX		No Bid	08/19/2019	08/19/2019
Visual Arts Productions	Houston, TX	08/05/2019			
VMP Nutrition, LLC	Fort Worth, TX	08/05/2019			
Walnut Creek Farms Texas (Chaz Inc)	Alvarado, TX	08/05/2019			
Wawona Frozen Foods	Clovis, CA	08/05/2019			
Werk U Out training	alvin, TX	08/05/2019			
Whaley Foodservice LLC	Lexington, SC	08/05/2019			
Whitlock Packaging	Tulsa, OK	08/05/2019			
Write Wise Communications, LLC (Isbell)	Houston, TX		No Bid	08/08/2019	08/08/2019
Youthlight, Inc.	Chapin, SC		No Bid	08/28/2019	08/28/2019
Zummos Meat Company	Beaumont, TX	08/05/2019			

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**Regular Board Meeting****6.D.4.**

<b>Meeting Date:</b>	November 20, 2019		
<b>Title:</b>	Contract Amendment #1 for Job no. 18/056KD-05 for Avaya, Inc.		
<b>Submitted For:</b>	Joann Nichols, Choice Partners	<b>Submitted By:</b>	Cora Day
<b>Recommended Action:</b>	Approve	<b>HCDE Goal(s):</b>	4. Provide cost savings by leveraging tax dollars
<b>Additional Resource Personnel:</b>	Joann Nichols, Jeff Drury, Richard Vela, Yaritza Roman, Bill Monroe and Dr. Jesus Amezcua	<b>Facilities/Technology Approval Needed?:</b>	None

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**Information****Posted Agenda Item:**

**Contract Amendment #1 with Avaya, Inc. job no. 18/056KD-05 for Technology, Hardware, Software and Service** for the period of 11/20/2019 through 09/18/2022 (or on the final renewal date).

**Subject:**

Choice Partners, Contract Amendment #1; job no. 18/065KD-05 for Technology, Hardware, Software and Service for Choice Partners

**Rationale:**

The HCDE/Choice Partners Cooperative recommends approval to amend contract no. 18/056KD-05 to reflect the attached changes to Section 5.33 Indemnification. This amendment is effective 11/20/2019 through 09/18/2022 (or on the final renewal date). This contract is governed by Texas Education Code 44.031.

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**Fiscal Impact**

**Included in FY budget Y/N:** Y

**Included in current budget amendment Y/N:** N

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**Attachments**

Avaya

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**Form Review****Inbox**

Choice Partners  
Purchasing Alternate  
Purchasing  
Assistant Superintendent - Business  
Form Started By: Cora Day  
Final Approval Date: 11/04/2019

**Reviewed By**

Jeff Drury  
Yaritza Roman  
Bill Monroe  
Jesus Amezcua

**Date**

10/28/2019 03:37 PM  
10/29/2019 11:10 AM  
10/29/2019 12:35 PM  
11/04/2019 09:46 PM  
Started On: 10/24/2019 04:21 PM

## **FIRST AMENDMENT TO CONTRACT**

This First Amendment to Contract (“First Amendment”) is entered into effective as of the 20<sup>th</sup> day of November, 2019, by and between HARRIS COUNTY DEPARTMENT OF EDUCATION, a political subdivision of the State of Texas, having its principal office and place of business at 6300 Irvington Blvd., Houston, Texas 77022-5618 (“HCDE”) and Avaya Inc., 4655 Great America Parkway, Santa Clara, CA 75054 (“Vendor”).

WHEREAS, HCDE and Vendor entered into a contract resulting from HCDE’s RFP #18/056KD-05 “Technology Hardware, Software, and Services” (“Contract”);

WHEREAS, the Parties desire to amend Article 5.33 “Indemnification” of the Contract; and

WHEREAS, this First Amendment has been duly approved by Vendor and by the Board of Trustees of HCDE, at a duly called and posted meeting on November 20, 2019.

NOW, THEREFORE, in consideration of the promises and of their mutual undertakings, the parties agree as follows:

1. The Contract’s current Article 5.33 “Indemnification” is hereby revoked and shall have no force or effect.
2. The following language is now included in the Contract’s Article 5.33 “Indemnification”:

### **5.33 INDEMNIFICATION**

**5.33.1 Defense and Indemnity.** Vendor will defend HCDE/CP and each CP member, including HCDE’s and CP members’ trustees, officers, administrators, employees, and agents (“Customer”), at Vendor’s expense, against any Claim, as defined below, and will indemnify Customer as provided for in this Section for any judgments, settlements and court awarded attorney’s fees resulting from a Claim. Vendor’s obligations under this Section are conditioned on the following: (i) Customer promptly notifies Vendor of the Claim in writing upon Customer being made aware of the Claim; (ii) Customer gives Vendor sole authority and control of the defense and (if applicable) settlement of the Claim, provided that Customer’s legal counsel may participate in such defense and settlement, at Customer’s expense, and (iii) Customer provides all information and assistance reasonably requested by Vendor to handle the defense or settlement of the Claim. For purposes of this Section, “**Claim**” means any cause of action in a third party action, suit or proceeding against Customer alleging that a Product as of its delivery date under this Agreement infringes a valid U.S. patent, copyright or trademark.

**5.33.2 Remedial Measures.** If a Product becomes, or Vendor reasonably believes use of a Product (as defined in RFP response document titled “Exhibit 1a HCDE CP Avaya-SLE-CustAgmt(Modified),” in General Terms, preamble paragraph) may become, the subject of a Claim, Vendor may, at its own expense and option: (i) procure for Customer the right to continue use of the Product; (ii) replace or modify the Product; or to the extent that neither (i) nor (ii) are deemed

commercially practicable, (iii) refund to Customer a pro-rated portion of the applicable fees for the Product based on a linear depreciation monthly over a 5 year useful life, in which case Customer will cease all use of the Product and return it to Vendor.

**5.33.3 Exceptions.** Vendor will have no defense or indemnity obligation for any Claim based on: (i) a Product that has been modified by someone other than Vendor; (ii) a Product that has been modified by Vendor in accordance with Customer-provided specifications or instructions; (iii) use or combination of a Product with Third Party Products, open source or freeware technology; (iv) Third Party Products, open source or freeware technology; (v) a Product that is used or located by Customer in a country other than the country in which or for which it was supplied by Vendor or as permitted by the License Portability Policy in Schedule A (as provided in RFP response document titled “Exhibit 1a HCDE CP Avaya-SLE-CustAgmt(Modified),” in Schedule A, Section 2.1); (vi) possession or use of the Product after Vendor has informed Customer of modifications or changes in the Product required to avoid such Claim and offered to implement those modifications or changes, if such Claim would have been avoided by implementation of Vendor's suggestions and to the extent Customer did not provide Vendor with a reasonable opportunity to implement Vendor's suggestions; or (vii) the amount of revenue or profits earned or other value obtained by the use of Products, or the amount of use of the Products. **“Third Party Products”** means any products made by a party other than Vendor, and may include, without limitation, products ordered by Customer from third parties. However, components of Avaya-branded Products are not Third Party Products if they are both: (y) embedded in Products (i.e., not recognizable as standalone items); and (z) not identified as separate items on Vendor's price list, quotes, order specifications forms or Documentation (as defined in RFP response document titled “Exhibit 1a HCDE CP Avaya-SLE-CustAgmt(Modified),” in Schedule A, Section 1).

**5.33.4 Sole Remedy.** THE FOREGOING STATES VENDOR'S ENTIRE LIABILITY, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, WITH RESPECT TO ANY INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHTS OF ANY OTHER PARTY. THE FOREGOING ALSO IS IN LIEU OF, AND VENDOR DISCLAIMS, ALL WARRANTIES OF NON-INFRINGEMENT WITH RESPECT TO THE PRODUCT.

**5.33.5 General Indemnification.** Vendor shall defend the Customer, Customer's agents, servants and employees against all third party actions, suits or proceedings (as used in this section 5.33.5, **“Claim”**) for damages to real or tangible personal property or for bodily injury or death to any person arising out of, or in connection with this Contract, to the extent such damage, injury or death was caused by the negligence of Vendor, any subcontractor of Vendor or their employees, servants or agents while performing under this Contract, and shall indemnify Customer for any judgments, settlements and reasonable attorney fees resulting from a claim as provided in this Section; provided, however, that such indemnification and save harmless obligation shall apply only to direct damages which are proven and shall not apply to the extent such damages, injury or death was caused by Customer's act

or omission or the act or omission of Customer's agents, servants, employees or others; and, provided, further, that such indemnification and save harmless obligation is expressly conditioned on the following: (a) that Vendor shall be notified in writing promptly of any such Claim, (b) that Vendor shall have sole control of the defense of any action or such Claim and of all negotiations for its settlement or compromise provided that Customer's legal counsel may participate in such defense and settlement, at Customer's expense; and that (c) Customer provides all information and assistance reasonable requested by Vendor to handle the settlement or defense of the Claim.

3. For clarification, the document titled "Exhibit 1a HCDE CP Avaya-SLE-CustAgmt(Modified)" was part of the original response to the RFP and is included as part of the Contract and applies where there is no conflict with the HCDE-CP terms and conditions, Section 5 of the RFP.
4. Except as expressly amended by this First Amendment, the Contract shall continue in full force and effect, according to its original terms.
5. The parties agree that this First Amendment may be delivered in multiple counterparts, each of which shall have the same effect as an original and may be executed and delivered electronically.

Avaya Inc.

DocuSigned by:  
By: Jerry Dotson  
(Signature)

Jerry Dotson, Vice President Public Sector  
Avaya Inc.  
12730 Fair Lakes Circle  
Fairfax, VA 22033

Harris County Department of Education

By: \_\_\_\_\_  
(Signature)

Jesus J. Amezcua, Ph.D., CPA, RTSBA  
Assistant Superintendent – Business Services  
6300 Irvington Blvd.  
Houston, TX 77022-5618  
713-696-1371; 713-696-0740 (fax)  
jamezcua@hcde-texas.org

**Regular Board Meeting****6.D.5.****Meeting Date:** November 20, 2019**Title:** Master Service Interlocal Agreements**Submitted For:** Joann Nichols, Choice Partners**Submitted By:** Cora Day**Recommended Action:** Approve**HCDE Goal(s):** 4. Provide cost savings by leveraging tax dollars**Additional Resource Personnel:** Joann Nichols, Jeff Drury, Richard Vela, Yaritza Roman, Bill Monroe and Dr. Jesus Amezcua**Facilities/Technology Approval Needed?:** None**Information****Posted Agenda Item:****HCDE Interlocal Agreements with:** Del Valle Independent School District (ISD), Del Valle, Texas; Quitman ISD, Quitman, Texas, and Fruitvale ISD, Fruitvale, Texas.**Subject:**

HCDE Interlocal Agreements with:

<b>Entity Name</b>	<b>Entity Type</b>	<b>City</b>	<b>State</b>	<b>Region</b>
Del Valle	School District (Outside Harris County)	Del Valle	TX	13
Quitman ISD	School District (Outside Harris County)	Quitman	TX	07
Fruitvale ISD	School District (Outside Harris County)	Fruitvale	TX	07

**Rationale:**

HCDE Interlocal Agreements with:

<b>Entity Name</b>	<b>Entity Type</b>	<b>City</b>	<b>State</b>	<b>Region</b>
Del Valle	School District (Outside Harris County)	Del Valle	TX	13
Quitman ISD	School District (Outside Harris County)	Quitman	TX	07
Fruitvale ISD	School District (Outside Harris County)	Fruitvale	TX	07

Included in FY budget Y/N: Y  
Included in current budget amendment Y/N: N

Attachments

Del Valle ISD  
Quitman ISD  
Fruitvale  
Interlocal Map

Form Review

Inbox	Reviewed By	Date
Choice Partners	Jeff Drury	10/28/2019 03:37 PM
Purchasing Alternate	Yaritza Roman	10/29/2019 11:03 AM
Purchasing	Bill Monroe	10/29/2019 12:33 PM
Assistant Superintendent - Business	Jesus Amezcua	11/04/2019 09:46 PM
Form Started By: Cora Day		Started On: 10/22/2019 03:02 PM
Final Approval Date: 11/04/2019		

**Interlocal Agreement**  
**between Harris County Department of Education**  
**& DEL VALLE INDEPENDENT SCHOOL DISTRICT**

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, and other similar, applicable laws of other states, this Interlocal Agreement ("Agreement") is made and entered into by and between Harris County Department of Education ("HCDE"), located in Houston, Texas, and DEL VALLE ISD, a local governmental entity and/or political subdivision ("LGE"), located in DEL VALLE (city), TEXAS (state), for the purpose of contracting for the performance of governmental functions and services. The undersigned may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

**Preamble**

HCDE is a local governmental entity established to promote education in Harris County, Texas and is duly authorized to provide programs and services in the State of Texas. Both HCDE and LGE desire to set forth, in writing, the terms and conditions of their agreement.

**General Terms and Conditions**

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Term. The term of this Agreement shall commence on the date of the first signature of this Agreement ("Effective Date") and shall automatically renew annually, unless either Party gives thirty (30) days prior written notice of non-renewal.
2. Agreement. The terms of this Agreement shall apply and will be considered a part of any addendum, purchase order, or contract for programs and services delivered by HCDE. This Agreement and the attached and incorporated addenda, purchase orders, or exhibits, if any, contain the entire agreement of the parties, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Parties to this Agreement other than those set forth in this Agreement and duly executed in writing.
3. Purpose and Scope of Work.
  - A. **HCDE agrees to:**
    - Provide LGE with descriptive offerings of each of the programs and services that HCDE provides.
    - Provide programs and services upon LGE's submission of independent contracts or purchase orders to HCDE and HCDE's acceptance thereof. HCDE's obligations to provide programs and services is contingent on HCDE acquiring and maintaining sufficient staffing through reasonable efforts to satisfy HCDE's obligations under this Agreement and all similar obligations under its contracts with other local governmental entities.
    - Conduct, at a minimum, an annual audit or survey, as appropriate, for each of the programs and services that HCDE delivers.
  - B. **LGE agrees to:**
    - Participate in any or all of the programs and services that HCDE offers, in LGE's sole discretion.

- Submit purchase order(s) or independent contract(s) for each of the HCDE programs and/or services that LGE desires to purchase and/or collaborate.
  - Agree to follow the terms and conditions of each independent contract or purchase order.
  - Designate a person to act as LGE's representative to each respective HCDE program and/or service delivered.
4. As is. HCDE makes this Agreement available to HCDE participating entities "as is" and is under no obligation to revise the terms, conditions, scope, prices, and/or any requirements of the Agreement for the benefit of LGE.
  5. Master Contract. This Agreement can be utilized as a Master Contract. The general terms and conditions in this Agreement will serve to outline the working relationship between HCDE and LGE.

LGE agrees to adhere to the specific terms and conditions set forth for the HCDE programs and/or services as contracted by LGE. In the case of a conflict between this Agreement and any addendum, purchase order, or individual contract for a specific HCDE program or service, the provisions of the addendum, purchase order, or individual contract will govern.

6. Payments. The Parties agree that all payments made under this Agreement will be in an amount that fairly compensates the performing Party for the services or functions performed under this Agreement. The Parties further agree that each Party paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying Party.
7. Invoices. HCDE will invoice LGE for the HCDE programs and services that LGE purchases from HCDE. LGE agrees to remit payment to HCDE within thirty (30) days after the later of the following: (1) the date LGE receives the goods; (2) the date the performance of the service is completed; or (3) the date LGE receives an invoice for the goods or service. If LGE makes a payment to HCDE with a credit card, LGE agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and/or costs incurred by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
8. Participation in HCDE's Cooperative Purchasing Program. If LGE elects to participate in HCDE's cooperative purchasing program, Choice Partners, LGE shall be permitted to purchase goods and services using the contracts competitively procured by HCDE. HCDE does not assess a fee to LGE for participation in Choice Partners. LGE shall make payments directly to vendors. LGE shall be responsible for ordering, inspecting, and accepting the goods and services purchased through Choice Partners. LGE shall further be responsible for the vendors' compliance with provisions relating to the specific quality of goods and services delivered and terms of delivered, as set forth between LGE and the vendor. HCDE is not responsible or liable for the performance of any vendor used by LGE as a result of this Agreement or LGE's participation in Choice Partners.
9. Compliance with Laws. Each Party is responsible for complying with applicable laws and regulations relating to this Agreement and any purchase made under this Agreement.



10. Termination. This Agreement may be terminated prior to the expiration of the Term hereof as follows:

- By either Party, with or without cause, upon thirty (30) days' prior written notice;
- By mutual written agreement of the Parties; or
- By either Party immediately if the other Party commits a material breach of any of the terms of this Agreement and no remedial action can be agreed upon by the Parties.

Termination of this Agreement by a Party shall not terminate an existing purchase order or individual contract between HCDE and LGE or between LGE and an HCDE cooperative purchasing program vendor. In the event of termination of this Agreement or any purchase order or individual contract, LGE shall be responsible for compensating HCDE for programs and services provided by HCDE up to the effective date of termination.

11. Assignment. Neither this Agreement nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.
12. Conflict of Interest. During the Term of HCDE's service to LGE, LGE, its personnel and agents, shall not, directly or indirectly, whether for LGE's own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.
13. Contract Amendment. This Agreement may be amended only by the mutual agreement of all Parties, in writing, to be attached to and incorporated into this Agreement.
14. Notice. Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education  
Attn: James Colbert, Jr.  
County School Superintendent  
6300 Irvington Blvd.  
Houston, Texas 77022  
713-694-6300

DEL VALLE INDEPENDENT SCHOOL DISTRICT (DVISD) ("LGE")  
Attn: DAVID EDGAR  
Title: CHIEF FINANCIAL OFFICER  
Address: 5301 ROSS ROAD STE 118  
City, State, Zip: DEL VALLE, TX, 78617  
Phone: 512-386-3020  
Email: david.edgar@dvisd.net

15. Relation of Parties. It is the intention of the parties that LGE is independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and LGE or HCDE and any of LGE's representatives.
16. Non-Exclusivity of Services. Nothing in this Agreement may be construed to imply that HCDE has exclusive right to provide LGE with programs or services. During the Term of this Agreement, LGE reserves the right to use all available resources to procure other programs and services as needed and, in doing so, will not violate any rights of HCDE.

17. Disclaimer. HCDE DOES NOT WARRANT THAT THE OPERATION OR USE OF HCDE PROGRAMS AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. HCDE HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, PROGRAM, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
18. Limitation of Liability. Without waiver of the Disclaimer in Article 17 of this Agreement, the Parties agree that:
- Neither Party waives any immunity afforded to it under applicable law; and
  - Neither Party shall be liable to the other Party for special, incidental, or exemplary damages with regard to any lawsuit or formal adjudication arising out of or relating to this Agreement.
19. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
20. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Houston, Harris County, Texas.
21. No Waiver. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or equity to a Party, including the defense(s) of immunity. No failure on the part of either Party at any time to require the performance by the other Party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such Party's right to enforce such term, and no waiver on the part of either Party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the Parties hereto.
22. Benefit for Signatory Parties Only. Neither this Agreement, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.
23. Authorization. Each party acknowledges that the governing body of each Party to the Agreement has authorized and approved this Agreement.
24. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

In witness whereof, HCDE and LGE have executed this Agreement to be effective on the date specified in Article 1. Term above:

**DEL VALLE ISD**

Name of Local Governmental Entity

Authorized Signature

**DAVID EDGAR**

Printed Name

**CHIEF FINANCIAL OFFICER**

Title

Date

9/18/19

Harris County Department of Education

James Colbert, Jr.

County School Superintendent

Date

Type of Local Governmental Entity (*select one*):

- ☒ School District      ☐ Charter School  
☐ County      ☐ City/Municipality  
☐ University      ☐ College  
☐ State Entity  
☐ Governmental entity/other: \_\_\_\_\_

**Interlocal Agreement**  
**between Harris County Department of Education**  
**& Quatman ISD**

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, and other similar, applicable laws of other states, this Interlocal Agreement ("Agreement") is made and entered into by and between Harris County Department of Education ("HCDE"), located in Houston, Texas, and Quatman ISD, a local governmental entity and/or political subdivision ("LGE"), located in Quatman (city), Texas (state), for the purpose of contracting for the performance of governmental functions and services. The undersigned may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

**Preamble**

HCDE is a local governmental entity established to promote education in Harris County, Texas and is duly authorized to provide programs and services in the State of Texas. Both HCDE and LGE desire to set forth, in writing, the terms and conditions of their agreement.

**General Terms and Conditions**

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. **Term.** The term of this Agreement shall commence on the date of the first signature of this Agreement ("Effective Date") and shall automatically renew annually, unless either Party gives thirty (30) days prior written notice of non-renewal.
2. **Agreement.** The terms of this Agreement shall apply and will be considered a part of any addendum, purchase order, or contract for programs and services delivered by HCDE. This Agreement and the attached and incorporated addenda, purchase orders, or exhibits, if any, contain the entire agreement of the parties, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Parties to this Agreement other than those set forth in this Agreement and duly executed in writing.
3. **Purpose and Scope of Work.**
  - A. **HCDE agrees to:**
    - Provide LGE with descriptive offerings of each of the programs and services that HCDE provides.
    - Provide programs and services upon LGE's submission of independent contracts or purchase orders to HCDE and HCDE's acceptance thereof. HCDE's obligations to provide programs and services is contingent on HCDE acquiring and maintaining sufficient staffing through reasonable efforts to satisfy HCDE's obligations under this Agreement and all similar obligations under its contracts with other local governmental entities.
    - Conduct, at a minimum, an annual audit or survey, as appropriate, for each of the programs and services that HCDE delivers.
  - B. **LGE agrees to:**
    - Participate in any or all of the programs and services that HCDE offers, in LGE's sole discretion.

- Submit purchase order(s) or independent contract(s) for each of the HCDE programs and/or services that LGE desires to purchase and/or collaborate.
  - Agree to follow the terms and conditions of each independent contract or purchase order.
  - Designate a person to act as LGE's representative to each respective HCDE program and/or service delivered.
4. As is. HCDE makes this Agreement available to HCDE participating entities "as is" and is under no obligation to revise the terms, conditions, scope, prices, and/or any requirements of the Agreement for the benefit of LGE.
5. Master Contract. This Agreement can be utilized as a Master Contract. The general terms and conditions in this Agreement will serve to outline the working relationship between HCDE and LGE.

LGE agrees to adhere to the specific terms and conditions set forth for the HCDE programs and/or services as contracted by LGE. In the case of a conflict between this Agreement and any addendum, purchase order, or individual contract for a specific HCDE program or service, the provisions of the addendum, purchase order, or individual contract will govern.

6. Payments. The Parties agree that all payments made under this Agreement will be in an amount that fairly compensates the performing Party for the services or functions performed under this Agreement. The Parties further agree that each Party paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying Party.
7. Invoices. HCDE will invoice LGE for the HCDE programs and services that LGE purchases from HCDE. LGE agrees to remit payment to HCDE within thirty (30) days after the later of the following: (1) the date LGE receives the goods; (2) the date the performance of the service is completed; or (3) the date LGE receives an invoice for the goods or service. If LGE makes a payment to HCDE with a credit card, LGE agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and/or costs incurred by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
8. Participation in HCDE's Cooperative Purchasing Program. If LGE elects to participate in HCDE's cooperative purchasing program, Choice Partners, LGE shall be permitted to purchase goods and services using the contracts competitively procured by HCDE. HCDE does not assess a fee to LGE for participation in Choice Partners. LGE shall make payments directly to vendors. LGE shall be responsible for ordering, inspecting, and accepting the goods and services purchased through Choice Partners. LGE shall further be responsible for the vendors' compliance with provisions relating to the specific quality of goods and services delivered and terms of delivered, as set forth between LGE and the vendor. HCDE is not responsible or liable for the performance of any vendor used by LGE as a result of this Agreement or LGE's participation in Choice Partners.
9. Compliance with Laws. Each Party is responsible for complying with applicable laws and regulations relating to this Agreement and any purchase made under this Agreement.

10. Termination. This Agreement may be terminated prior to the expiration of the Term hereof as follows:

- By either Party, with or without cause, upon thirty (30) days' prior written notice;
- By mutual written agreement of the Parties; or
- By either Party immediately if the other Party commits a material breach of any of the terms of this Agreement and no remedial action can be agreed upon by the Parties.

Termination of this Agreement by a Party shall not terminate an existing purchase order or individual contract between HCDE and LGE or between LGE and an HCDE cooperative purchasing program vendor. In the event of termination of this Agreement or any purchase order or individual contract, LGE shall be responsible for compensating HCDE for programs and services provided by HCDE up to the effective date of termination.

11. Assignment. Neither this Agreement nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.
12. Conflict of Interest. During the Term of HCDE's service to LGE, LGE, its personnel and agents, shall not, directly or indirectly, whether for LGE's own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.
13. Contract Amendment. This Agreement may be amended only by the mutual agreement of all Parties, in writing, to be attached to and incorporated into this Agreement.
14. Notice. Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education  
Attn: James Colbert, Jr.  
County School Superintendent  
6300 Irvington Blvd.  
Houston, Texas 77022  
713-694-6300

Quitman ISD ("LGE")  
Attn: Rhonda D. Turner  
Title: Superintendent  
Address: 1201 E. Goode St.  
City, State, Zip: Quitman, TX 75783  
Phone: 903-763-5000  
Email: accounts.payable@quitmanisd.net

15. Relation of Parties. It is the intention of the parties that LGE is independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and LGE or HCDE and any of LGE's representatives.
16. Non-Exclusivity of Services. Nothing in this Agreement may be construed to imply that HCDE has exclusive right to provide LGE with programs or services. During the Term of this Agreement, LGE reserves the right to use all available resources to procure other programs and services as needed and, in doing so, will not violate any rights of HCDE.

17. Disclaimer. HCDE DOES NOT WARRANT THAT THE OPERATION OR USE OF HCDE PROGRAMS AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. HCDE HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, PROGRAM, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
18. Limitation of Liability. Without waiver of the Disclaimer in Article 17 of this Agreement, the Parties agree that:
- Neither Party waives any immunity afforded to it under applicable law; and
  - Neither Party shall be liable to the other Party for special, incidental, or exemplary damages with regard to any lawsuit or formal adjudication arising out of or relating to this Agreement.
19. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
20. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Houston, Harris County, Texas.
21. No Waiver. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or equity to a Party, including the defense(s) of immunity. No failure on the part of either Party at any time to require the performance by the other Party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such Party's right to enforce such term, and no waiver on the part of either Party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the Parties hereto.
22. Benefit for Signatory Parties Only. Neither this Agreement, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.
23. Authorization. Each party acknowledges that the governing body of each Party to the Agreement has authorized and approved this Agreement.
24. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

In witness whereof, HCDE and LGE have executed this Agreement to be effective on the date specified in Article 1. Term above:

Quitman ISD  
Name of Local Governmental Entity

Harris County Department of Education

Rhonda D. Turner  
Authorized Signature

Rhonda D. Turner  
Printed Name

James Colbert, Jr.

Superintendent  
Title

County School Superintendent

9/16/19  
Date

\_\_\_\_\_  
Date

Type of Local Governmental Entity (*select one*):

- ☒ School District      ☐ Charter School  
☐ County      ☐ City/Municipality  
☐ University      ☐ College  
☐ State Entity  
☐ Governmental entity/other: \_\_\_\_\_



**Interlocal Agreement**  
**between Harris County Department of Education**  
**& Fruitvale ISD**

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, and other similar, applicable laws of other states, this Interlocal Agreement ("Agreement") is made and entered into by and between Harris County Department of Education ("HCDE"), located in Houston, Texas, and Fruitvale ISD, a local governmental entity and/or political subdivision ("LGE"), located in Fruitvale (city), Texas (state), for the purpose of contracting for the performance of governmental functions and services. The undersigned may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

**Preamble**

HCDE is a local governmental entity established to promote education in Harris County, Texas and is duly authorized to provide programs and services in the State of Texas. Both HCDE and LGE desire to set forth, in writing, the terms and conditions of their agreement.

**General Terms and Conditions**

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Term. The term of this Agreement shall commence on the date of the first signature of this Agreement ("Effective Date") and shall automatically renew annually, unless either Party gives thirty (30) days prior written notice of non-renewal.
2. Agreement. The terms of this Agreement shall apply and will be considered a part of any addendum, purchase order, or contract for programs and services delivered by HCDE. This Agreement and the attached and incorporated addenda, purchase orders, or exhibits, if any, contain the entire agreement of the parties, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Parties to this Agreement other than those set forth in this Agreement and duly executed in writing.
3. Purpose and Scope of Work.
  - A. **HCDE agrees to:**
    - Provide LGE with descriptive offerings of each of the programs and services that HCDE provides.
    - Provide programs and services upon LGE's submission of independent contracts or purchase orders to HCDE and HCDE's acceptance thereof. HCDE's obligations to provide programs and services is contingent on HCDE acquiring and maintaining sufficient staffing through reasonable efforts to satisfy HCDE's obligations under this Agreement and all similar obligations under its contracts with other local governmental entities.
    - Conduct, at a minimum, an annual audit or survey, as appropriate, for each of the programs and services that HCDE delivers.
  - B. **LGE agrees to:**
    - Participate in any or all of the programs and services that HCDE offers, in LGE's sole discretion.

- Submit purchase order(s) or independent contract(s) for each of the HCDE programs and/or services that LGE desires to purchase and/or collaborate.
  - Agree to follow the terms and conditions of each independent contract or purchase order.
  - Designate a person to act as LGE's representative to each respective HCDE program and/or service delivered.
4. As is. HCDE makes this Agreement available to HCDE participating entities "as is" and is under no obligation to revise the terms, conditions, scope, prices, and/or any requirements of the Agreement for the benefit of LGE.
  5. Master Contract. This Agreement can be utilized as a Master Contract. The general terms and conditions in this Agreement will serve to outline the working relationship between HCDE and LGE.

LGE agrees to adhere to the specific terms and conditions set forth for the HCDE programs and/or services as contracted by LGE. In the case of a conflict between this Agreement and any addendum, purchase order, or individual contract for a specific HCDE program or service, the provisions of the addendum, purchase order, or individual contract will govern.

6. Payments. The Parties agree that all payments made under this Agreement will be in an amount that fairly compensates the performing Party for the services or functions performed under this Agreement. The Parties further agree that each Party paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying Party.
7. Invoices. HCDE will invoice LGE for the HCDE programs and services that LGE purchases from HCDE. LGE agrees to remit payment to HCDE within thirty (30) days after the later of the following: (1) the date LGE receives the goods; (2) the date the performance of the service is completed; or (3) the date LGE receives an invoice for the goods or service. If LGE makes a payment to HCDE with a credit card, LGE agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and/or costs incurred by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
8. Participation in HCDE's Cooperative Purchasing Program. If LGE elects to participate in HCDE's cooperative purchasing program, Choice Partners, LGE shall be permitted to purchase goods and services using the contracts competitively procured by HCDE. HCDE does not assess a fee to LGE for participation in Choice Partners. LGE shall make payments directly to vendors. LGE shall be responsible for ordering, inspecting, and accepting the goods and services purchased through Choice Partners. LGE shall further be responsible for the vendors' compliance with provisions relating to the specific quality of goods and services delivered and terms of delivered, as set forth between LGE and the vendor. HCDE is not responsible or liable for the performance of any vendor used by LGE as a result of this Agreement or LGE's participation in Choice Partners.
9. Compliance with Laws. Each Party is responsible for complying with applicable laws and regulations relating to this Agreement and any purchase made under this Agreement.

10. Termination. This Agreement may be terminated prior to the expiration of the Term hereof as follows:

- By either Party, with or without cause, upon thirty (30) days' prior written notice;
- By mutual written agreement of the Parties; or
- By either Party immediately if the other Party commits a material breach of any of the terms of this Agreement and no remedial action can be agreed upon by the Parties.

Termination of this Agreement by a Party shall not terminate an existing purchase order or individual contract between HCDE and LGE or between LGE and an HCDE cooperative purchasing program vendor. In the event of termination of this Agreement or any purchase order or individual contract, LGE shall be responsible for compensating HCDE for programs and services provided by HCDE up to the effective date of termination.

11. Assignment. Neither this Agreement nor any duties or obligations entered in subsequent contracts because of this agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.
12. Conflict of Interest. During the Term of HCDE's service to LGE, LGE, its personnel and agents, shall not, directly or indirectly, whether for LGE's own account or with any other person or entity whatsoever, employ, solicit or endeavor to entice away any person who is employed by HCDE.
13. Contract Amendment. This Agreement may be amended only by the mutual agreement of all Parties, in writing, to be attached to and incorporated into this Agreement.
14. Notice. Any notice provided under the terms of this Agreement by either party to the other shall be in writing and shall be sent by **certified mail, return receipt requested**. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education  
Attn: James Colbert, Jr.  
County School Superintendent  
6300 Irvington Blvd.  
Houston, Texas 77022  
713-694-6300

Fruitvale ISD ("LGE")  
Attn: Rebecca Bain  
Title: Superintendent of Schools  
Address: P.O. Box 77  
City, State, Zip: Fruitvale, Texas 75127  
Phone: 903-896-4729  
Email: [bainr@fruitvaleisd.com](mailto:bainr@fruitvaleisd.com)

15. Relation of Parties. It is the intention of the parties that LGE is independent of HCDE and not an employee, agent, joint venturer, or partner of HCDE and nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCDE and LGE or HCDE and any of LGE's representatives.
16. Non-Exclusivity of Services. Nothing in this Agreement may be construed to imply that HCDE has exclusive right to provide LGE with programs or services. During the Term of this Agreement, LGE reserves the right to use all available resources to procure other programs and services as needed and, in doing so, will not violate any rights of HCDE.

17. Disclaimer. HCDE DOES NOT WARRANT THAT THE OPERATION OR USE OF HCDE PROGRAMS AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. HCDE HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, PROGRAM, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
18. Limitation of Liability. Without waiver of the Disclaimer in Article 17 of this Agreement, the Parties agree that:
- Neither Party waives any immunity afforded to it under applicable law; and
  - Neither Party shall be liable to the other Party for special, incidental, or exemplary damages with regard to any lawsuit or formal adjudication arising out of or relating to this Agreement.
19. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegality, or unenforceable provision had never been contained in it.
20. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Houston, Harris County, Texas.
21. No Waiver. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or equity to a Party, including the defense(s) of immunity. No failure on the part of either Party at any time to require the performance by the other Party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such Party's right to enforce such term, and no waiver on the part of either Party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the Parties hereto.
22. Benefit for Signatory Parties Only. Neither this Agreement, nor any term or provisions hereof, not any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.
23. Authorization. Each party acknowledges that the governing body of each Party to the Agreement has authorized and approved this Agreement.
24. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original constituting one and the same instrument.

In witness whereof, HCDE and LGE have executed this Agreement to be effective on the date specified in Article 1. Term above:

Fruitvale ISD

Name of Local Governmental Entity

*Rebecca Bain*

Authorized Signature

Rebecca Bain

Printed Name

Superintendent of Schools

Title

October 25, 2019

Date

Harris County Department of Education

James Colbert, Jr.

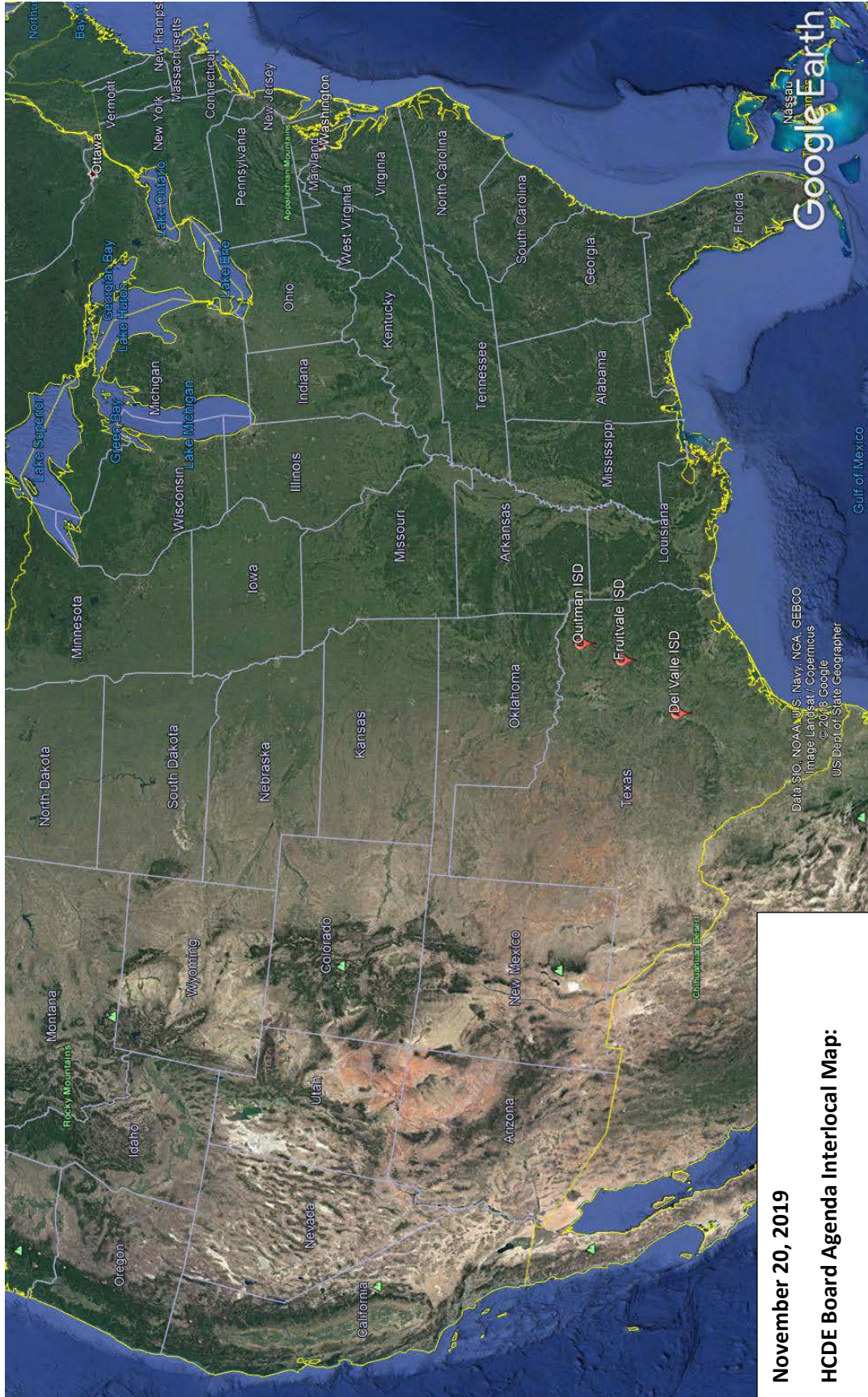
County School Superintendent

Date

Type of Local Governmental Entity (*select one*):

- ☒ School District      ☐ Charter School  
☐ County      ☐ City/Municipality  
☐ University      ☐ College  
☐ State Entity  
☐ Governmental entity/other: \_\_\_\_\_





**November 20, 2019**

**HCDE Board Agenda Interlocal Map:**

**A: Del Valle ISD**

**B: Quitman ISD**

**C: Fruitvale ISD**

**Regular Board Meeting****6.E.1.****Meeting Date:** November 20, 2019**Title:** Contract Award for Job No. 20/012IA Contracted Services for Teaching Learning Center**Submitted For:** Bill Monroe, Purchasing**Submitted By:** Inga Ash**Recommended Action:** Approve**HCDE Goal(s):** 2. Deliver value responsibly  
4. Provide cost savings by leveraging tax dollars**Additional Resource Personnel:** Dr. Jesus J. Amezcua, Bill Mornoe, Inga Ash**Facilities/Technology Approval Needed?:****Information****Posted Agenda Item:**

**Contract award for job no. 20/012IA - Contracted Services for The Teaching and Learning Center to the proposers offering the best value to HCDE** and meeting the specifications outlined in the proposal: Coaching Consultants Team, Grow Minds Consulting, LLC, Houston E. A. Foundation, Infinite Solutions Enterprises, MIND Research Institute, New Teacher Center, Premiere Speakers Bureau, Proactive Thought Leaders, LLC, Solution Tree, Inc., Sterling Staffing Solutions (Maceo Carter Invest, LLC), Teaching Strategies, LLC and Yamp Records, LLC for the period of 12/01/2019 through 11/30/2024 (subject to annual appropriations of funding).

**Subject:**

Contracted Services for the Teaching Learning Center

**Rationale:**

The purpose of this proposal is to acquire **Contracted Services for the Teaching Learning Center**. A total of 563 invitations were sent through the HCDE eBid System of which 16 responses were received; all were evaluated and scored (see attached evaluation summary). Four vendors did not meet the minimum required score of 70. The following vendors are being recommended for an award:

- Coaching Consultants Team
- Grow Minds Consulting, LLC
- Houston E. A. Foundation
- Infinite Solutions Enterprises
- MIND Research Institute
- New Teacher Center
- Premiere Speakers Bureau
- Proactive Thought Leaders, LLC
- Solution Tree, Inc.
- Sterling Staffing Solutions (Maceo Carter Invest, LLC)
- Teaching Strategies, LLC
- Yamp Records, LLC

Received and Evaluated	16
Recommended for an award	12
Non-recommendation	4

These contractors will be used on an as needed basis in accordance with CH Local approval requirements. The scope of work and deliverables will be reviewed by the Division Director based on program needs. The contractors scope of work will be reviewed to meet IRS guidelines for consultants.

The contract period shall be for a term of five (5) years from 12/01/2019 through 11/30/2024, subject to annual appropriations of funding. Contract is in accordance with Texas Education Code 44.031.

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### **Fiscal Impact**

### **Attachments**

Board Recommendation

EC Form

Evaluation Summary

Participation Detail

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### **Form Review**

#### **Inbox**

Purchasing

Assistant Superintendent - Business

Form Started By: Inga Ash

Final Approval Date: 11/04/2019

#### **Reviewed By**

Bill Monroe

Jesus Amezcua

#### **Date**

11/04/2019 02:42 PM

11/04/2019 09:47 PM

Started On: 11/01/2019 03:06 PM





**Harris County Department of Education  
Business Office /Purchasing Division  
Job (Bid-Proposal) **Recommendation Form**  
Program Review**

[This form is used to document due diligence by Recommendation Committee]

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**To:**            **Purchasing Division**

**From:**        **Recommendation Committee**

**Andrea Segraves  
Kendra Jackson  
Errica D. Hooper  
Colina Ponllard**

Job (Bid or RFQ#) and Name: 20/012IA Contracted Services for Teaching Learning Center

Board Meeting Date:        November 20, 2019

Date:                        October 16, 2019

**Procurement Requirements Available:**

Check One

<u>          </u>	Under \$2,500 (Requires Division Director and Asst Supt. Approval)
<u>          </u>	From \$2,500 to \$25,000 (Requires Buyer, Purchasing Director/CFO Approval)
<u>  X  </u>	Over \$50,000 (Requires Board Approval)

I certify that I have reviewed the attached Job (bid or RFP) and certify that all of my actions as a Recommendations Committee Member are within the procurement requirements in accordance with local Board Policies (CH local/legal) and legal (federal and state) policies and administrative guidelines set by the Business Office and Purchasing Division.

I certify that I have adhered to the Purchasing Policies of HCDE concerning the review of this job (bid or RFP) to include policies on conflict of interest (CIQ).

I certify that I am aware of all purchasing policies (CH Local and CH Legal) and administrative procedures of HCDE.

I certify that I am aware of the penalties of not following the purchasing policies and procedures and in specific with section 44.032 of the Texas Education Code which deals with the penalties related to sequential or component purchases.

I further certify that I recommend the issuance of a purchase order after Board approval and execution of a contract.



(Note: This form is required of all jobs (bids and RFPs) prepared by the Purchasing Division)

**Justification:**

Job no. 20/012IA

This RFP was advertised to acquire Contracted Services for Teaching Learning Center.

Invitation to propose were sent to 563 vendors. HCDE received 16 responses and 12 vendors are being recommended for an award.

The following vendors are being recommended for an award beginning December 1, 2019:

- Coaching Consultants Team
- Grow Minds Consulting, LLC
- Houston E. A. Foundation
- Infinite Solutions Enterprises
- MIND Research Institute
- New Teacher Center
- Premiere Speakers Bureau
- Proactive Thought Leaders, LLC
- Solution Tree, Inc.
- Sterling Staffing Solutions (Maceo Carter Invest, LLC)
- Teaching Strategies, LLC
- Yamp Records, LLC



**Harris County Department of Education  
Business Office /Purchasing Division**

**EC Form**

**Effectiveness and Compliance Review**

[This form is used to document due diligence by Buyer]

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To: Purchasing Audit File and Jesus J. Amezcua, Ph.D., CPA, Assistant Supt.  
for Business

From: Inga Ash – Purchasing Coordinator

Job- Bid or RFP# and Name: 20/012IA Contracted Services for Teaching Learning Center

Board Meeting Date: November 20, 2019

Date: October 16, 2019

**Procurement Requirements Applicable:**

Check One

- ☐ Under \$2,500 (Requires Division Director and Asst Supt. Approval)  
☐ From \$2,500 to \$49,999 (Requires Buyer, Purchasing Director/CFO Approval)  
☒ Over \$50,000 (per CH Local)  
☐ Cooperative Programs (Requires Board Approval)

I certify that I have reviewed the attached job (bid or RFP) and certify that all of my actions as a Recommendations Committee Member are within the procurement requirements in accordance with local Board Policies (CH local/legal) and legal (federal and state) policies and administrative guidelines set by the Business Office and the Purchasing Division.

I certify that I have adhered to the Purchasing Policies of HCDE concerning the review of this job (bid or RFP) to include policies on conflict of interest.

I certify that I am aware of all purchasing policies (CH Local and CH Legal) and administrative procedures of HCDE.

I certify that I am aware of the penalties of not following the purchasing policies and procedures and in specific with section 44.032 of the Texas Education Code which deals with the penalties related to sequential or component purchases.

I further certify that I recommend the issuance of a purchase order after Board approval and execution of a contract.

(Note: This form is required of all jobs (bids and RFPs) prepared by HCDE Purchasing Division)

Evaluation Summary - 20/0121A CASE for Kids Consultants and Trainers														
	Weighted Valued	Coaching Consultants Team	CoHeart Yoga	Growing Minds Consulting, LLC	Houston E. A. Foundation	Infinite Solutions Enterprises	MIND Research Institute	New Teacher Center	Premiere Speakers Bureau	Proactive Thought Leaders, LLC	Solution Tree, Inc.	Staffing Solutions (Maceo Carter	Teaching Strategies, LLC	Yamp Records, LLC
Price	30	25.00	25.00	25.00	27.50	30.00	30.00	30.00	30.00	30.00	20.00	20.00	25.00	30.00
Reputation of Consultant and Consultant's goods and/or service	20	18.00	10.00	15.00	20.00	20.00	20.00	15.00	20.00	15.00	15.00	15.00	15.00	20.00
Quality of Consultant's goods and/or services	30	25.00	20.00	25.00	25.00	25.00	30.00	25.00	30.00	25.00	20.00	20.00	25.00	30.00
Extent to which the goods and/or services meet HCDE needs	15	13.75	10.00	10.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00
Consultant's past relationship with HCDE	5	5.00	0.00	0.00	0.00	0.00	5.00	0.00	5.00	0.00	0.00	0.00	0.00	0.00
Impact on Historically Underutilized Businesses	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total long-term cost to HCDE	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the Consultant or the Consultant's ultimate parent company or majority owner: (A) has its principal place of business in this state; or (B) employs at least 500 persons in this state	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other (Previous Work with Governmental Agency)	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	100	86.75	65.00	75.00	87.50	90.00	100.00	85.00	100.00	85.00	70.00	70.00	80.00	95.00
		Award		Award	Award	Award	Award	Award	Award	Award	Award	Award	Award	Award

The following non-awarded vendors did not submit the required documentation.
Dr. Ken Brumfield, Learning Empire JS&D Sports Development Outreach Ministries NO EGO APPAREL (NO EGO INC)

# Harris County Department of Education

## Participation Detail as of 11/1/2019 03:31:52 PM (CT)

### Bid Information

Bid Creator Inga Ash  
 Email iash@hcde-texas.org  
 Phone  
 Fax  
  
 Bid Number 20/012IA  
 Title Contracted Services for the Teaching and Learning Center  
 Bid Type Request for Proposal  
 Issue Date 9/13/2019 08:47 AM (CT)  
 Close Date 10/8/2019 02:00:00 PM (CT)

### Participation Summary

Company Name	City, State	Invitation Date	Status	Status Date	Response Date
@RISK Technologies	Dallas, TX	09/13/2019			
2 Inspire Peace	Dallas, TX	09/13/2019			
2*2*4 Solutions Education Consulting Service	Red Oak, TX	09/13/2019			
365 Paving & Construction LLC	Mission, TX	09/13/2019			
3rd I Process FX	Houston, TX	09/13/2019			
4.0 GPA	Houston, TX	09/13/2019			
4kboards	Keller, TX	09/13/2019			
4W Solutions, Inc	Houston, TX	09/13/2019			
806 Technologies, Inc.	Plano, TX	09/13/2019			
A.I.M. (Assessment Intervention Management, LLC)	San Antonio, TX	09/13/2019			
AAA Painting	Houston, TX	09/13/2019			
Abundance Educational Consulting, LLC	Humble, TX	09/13/2019	Viewed	09/20/2019	
AC Language School (Chavez & Associates)	Sugar Land, TX	09/13/2019			
Academic Learning Company (Velazquez Press)	El Monte, CA	09/13/2019			
Aceves Communications	Houston, TX	09/13/2019			
Achor Counseling & Associates LLC	HOUSTON, TX	09/13/2019			
ACS Engineering & Safety	Spring, TX	09/13/2019			
Acumen Enterprises, Inc.	Desoto, TX	09/13/2019			
Adele's Coaching and Consulting	Missouri City, TX	09/13/2019			
Adira LLC	Savannah, TX	09/13/2019			
AdjuStar Services, Inc.	Houston, TX	09/13/2019			
ADMORE BEHAVIORAL THERAPY	Houston, TX	09/13/2019			
Adrian Garcia	Brownsville, TX	09/13/2019			
Advance Plus Therapy Services, LLC	Pasadena, TX	09/13/2019			
ADVANTAGE BENEFIT SOLUTIONS (Stefanick Insurance Services Inc.)	Houston, TX	09/13/2019			
AECOM (AECOM Technical Services Inc)	Houston, TX	09/13/2019			
Agular Systems, Inc.	Austin, TX	09/13/2019			
Albourn Translation Services (Albourn & Associates, LLC)	Arlington, VA	09/13/2019			
ALL AMERICAN SPECIALTY CONSTRUCTION LLC	IRVING, TX	09/13/2019			
All Educate Learning Resources	Livingston, TX	09/13/2019			
Alliance Financial Ministries, Inc.	Pearland, TX	09/13/2019	Viewed	09/18/2019	
ALPHA Facilities Solutions	San Antonio, TX	09/13/2019			
AlphaGraphics (Lukitas Inc.)	Houston, TX	09/13/2019			
Amaanah Refugee Services	Houston, TX	09/13/2019			
Amanda Holdsworth Communications	South Lyon, MI	09/13/2019			
American Fire Systems Inc.	HOUSTON, TX	09/13/2019			
American Productivity & Quality Center	Houston, TX	09/13/2019			
Amparo Consulting & Design	Grand Junction, CO	09/13/2019			
AMTEX Security Inc.	Corpus Christi, TX	09/13/2019			
Ann Marie Harbour	Richmond, TX	09/13/2019			
Apple Developmental Health	Houston, TX	09/13/2019			

Aptim Environmental & Infrastrure	Baton Rouge, LA	09/13/2019		
Archway Academy	Houston, TX	09/13/2019		
Ardent Technologies Inc	Dayton, OH		Viewed	09/19/2019
ardurra group	houston, TX	09/13/2019		
Argument-Driven Inquiry	Austin, TX	09/13/2019		
Arts Alive! Inc (ARTS ALIVE!)	Houston, TX	09/13/2019		
ASmart Consulting	Houston, TX	09/13/2019		
Aspire Works LLC	San Antonio, TX	09/13/2019		
Assoc for the Advancement of Mexican Americans (AAMA)	Houston, TX	09/13/2019		
Astrov & Associates	Frisco, TX	09/13/2019		
AT&T Mobility LLC	Bellaire, TX	09/13/2019		
Atlas Civil Engineering PLLC	Houston, TX	09/13/2019		
Baked With Confidence	Houston, TX	09/13/2019		
Balance Companies (Balance Group, LLC)	Houston, TX	09/13/2019		
Bara Infoware Inc.	Danville, CA	09/13/2019		
Barbara Cargill	The Woodlands, TX	09/13/2019		
Barranco Educational Assessment, Counseling, and Consulting Svcs., PLLC	Montgomery, TX	09/13/2019		
BCA DX LABORATORY	Livingston, TX	09/13/2019		
BCS Consulting	Humble, TX	09/13/2019		
BE GLAD LLC	San Jose, CA	09/13/2019		
Bearing Fruit Early Childhood Training	HOUSTON, TX	09/13/2019	Viewed	09/13/2019
Bedden & Associates, LLC (Bedden)	Richmond, VA	09/13/2019		
Bee Busy Wellness Center	Houston, TX	09/13/2019		
Bell and Smarts	Broken Arrow, OK	09/13/2019		
BENNETT MANAGEMENT SOLUTIONS LLC	Spring, TX	09/13/2019		
Best Practice Associates, Inc.	Houma, LA	09/13/2019		
BIAS Corporation	Atlanta, GA	09/13/2019		
Bio-Rad Laboratories, Inc	Hercules, CA	09/13/2019		
Black Topaz Consulting	Austin, TX	09/13/2019		
Black United Fund of Texas	Houston, TX	09/13/2019		
BLU PHIRE RESEARCH INSTITUTE INC	HOUSTON, TX	09/13/2019		
BluGreen Pest Control	Wallis, TX	09/13/2019		
BMHR - Better Man HR LLC	SAN ANTONIO, TX	09/13/2019		
BookerDezigns	Richmond, TX	09/13/2019		
Boundaryless Enterprises, LLC	Houston, TX	09/13/2019		
Bracane Company	Plano, TX	09/13/2019		
Brahmarsk Corporation	Sugar Land, TX	09/13/2019		
Brandi Spencer Consulting	Spring, TX	09/13/2019		
Brandi T. Brown	Manvel, TX	09/13/2019		
Bridge to Leadership, LLC	Missouri City, TX	09/13/2019		
Bruce Monical Design	Bacliff, TX	09/13/2019		
BTS Consulting (Business Trade and Services, inc.)	Doral, FL	09/13/2019		
Building Solutions	dallas, TX	09/13/2019	Viewed	09/13/2019
Bureau of Education & Research	Bellevue, WA	09/13/2019		
BUSINESS 101 CONSULTANTS & TRAINERS	Houston, TX	09/13/2019		
C & H Transportation (Houston Bus Service)	Houston, TX		Viewed	09/18/2019
C Change Consulting	Houston, TX	09/13/2019		
C1S Group, Inc.	Dallas, TX	09/13/2019		
CALPAA Inc (CALPAA, Inc)	Seattle, WA	09/13/2019		
Canyon Insurance Group	Houston, TX	09/13/2019		
Caperton-Brown & Poole Consulting	Ft. Pierce, FL	09/13/2019		
Capitol Air Conditioning Services (Capitol Air Conditioning Services LLC,)	Georgetown, TX		Viewed	09/19/2019
Capitol Region Education Council	Hartford, CT	09/13/2019		
Career Resource Center	HUMBLE, TX	09/13/2019		
Carmen A. Handy	Corpus Christi, TX	09/13/2019		
Carol Cooper dba N&C Consulting	Garland, TX	09/13/2019		
Casablanca Productions	Spring, TX	09/13/2019	Viewed	09/13/2019
Catapult Dreams, LLC	Pearland, TX	09/13/2019		
CBRE Valuation & Advisory Services	Houston, TX	09/13/2019		
CDR Maguire, Inc.	Miami, FL	09/13/2019		
Center for Student Achievement Solutions	New York, NY	09/13/2019		
Center for Toxicology and Environmental Health, LLC.	North Little Rock, AR	09/13/2019		

Certica Solutions	Wakefield, MA	09/13/2019		
Charbonnet & Associates	New Orleans, LA	09/13/2019		
Chart Chicks LP	Lufkin, TX	09/13/2019		
Chase in Dreams, Speech and Drama (Deadra Chase)	Houston, TX	09/13/2019		
CHAT (Culture of Health-Advancing Together)	Houston, TX	09/13/2019	Viewed	09/25/2019
Chazey Partners (Chazey Partners Inc)	Campbell, CA	09/13/2019		
Cheryl R. Vital	Crosby, TX	09/13/2019		
Child Care Associates	FORT WORTH, TX	09/13/2019		
Childcare Masters LLC	Cypress, TX	09/13/2019		
Club SciKidz Houston (Heir Consulting Group)	Houston, TX	09/13/2019		
CMST, LLC (Construction Managers of Southeast Texas, LLC)	Port Arthur, TX		Viewed	09/17/2019
Coaching Consultants Team	Houston, TX		Submitted	09/30/2019 09/30/2019
Code Park Inc	Houston, TX	09/13/2019		
CoHeart Yoga	Houston, TX		Submitted	10/01/2019 10/01/2019
Collaborate With Christina	Houston, TX	09/13/2019		
Color of Life (Color of Life Community Resource & Activity center)	Houston, TX	09/13/2019		
Comflow Mechanical Services	Houston, TX	09/13/2019	Viewed	09/13/2019
Communities In Schools of Houston	Houston, TX	09/13/2019		
(Communities In Schools of Houston, Inc.)				
Community Nutrition Outreach Services (Ellis A Morrow)	Houston, TX	09/13/2019		
Consolidated Performance Consulting, LLC.	San Antonio, TX	09/13/2019		
Construction Journal	Stuart, FL	09/13/2019		
Convergent Nonprofit Solutions	Atlanta, GA	09/13/2019		
CORE construction services of Texas, Inc.	Frisco, TX	09/13/2019		
Cossey's Services, LLC	The Woodlands, TX	09/13/2019		
Costello, Inc.	Houston, TX	09/13/2019		
CPS HR Consulting (Cooperative Personnel Services)	Sacramento, CA	09/13/2019		
CRAFT SAFETY INSPECTIONS (JMAC GROUP LLC)	HOUSTON, TX	09/13/2019		
Creatively Inspired Communications (ConSandra Jones)	Austin, TX	09/13/2019		
CReed Global Enterprises (CReed Global Media & Production)	Houston, TX	09/13/2019		
Crimson Vision Enterprises	Dickinson, TX	09/13/2019		
D.A. Lamont Public Adjusters	Springtown, TX	09/13/2019		
Dan L. Duncan Tutoring a part of the Children's Learning Institute (University of Texas Health Science Center)	Houston, TX	09/13/2019		
David Santana	Houston, TX	09/13/2019		
dba Stenhouse Publishers and dba Staff Development for Educators (SDE, Inc.)	Portsmouth, NH	09/13/2019		
Deacon Hill Research Associates LLC	Fredericksburg, VA	09/13/2019		
Debbie J. Anders Consulting	Cypress, TX	09/13/2019		
Decisions	Houston, TX	09/13/2019		
DeDe Church & Associates, LLC	AUSTIN, TX	09/13/2019		
Defined Learning	Northbrook, IL	09/13/2019		
DEMS,LLC	Houston, TX	09/13/2019		
DG Grafix	Houston, TX	09/13/2019		
Diamond Divas Social Club	Stafford, TX	09/13/2019		
Disciplers Inc	Spring, TX	09/13/2019		
DiscoverU	Houston, TX	09/13/2019		
DK High steppers (Doris Keener)	Houston, TX	09/13/2019		
Donald May	Adkins, TX	09/13/2019		
Doucet & Associates, Inc.	Austin, TX	09/13/2019		
Dr. Jeanne M. Hines	Port Arthur, TX	09/13/2019		
Dr. Ken Brumfield, Learning Empire	Santa Ana, CA	09/13/2019	Submitted	09/30/2019 09/30/2019
Dr. Mary E. White International, LLC	Houston, TX	09/13/2019		
Dr. Mike!	Wimberely, TX	09/13/2019		
Dr. Pope's STEM and Liberal Arts Academy	Pearland, TX	09/13/2019		
DYS HOUSYON YOUTH ASSOCIATION	Houston, TX	09/13/2019		
E3 Alliance	Austin, TX	09/13/2019	Viewed	09/13/2019
Earl P. Forbrich, Jr. Inc	San Antonio, TX	09/13/2019		

E-Colors in Education	Austin, TX	09/13/2019		
Education & Business Associates, Inc.	DeSoto, TX	09/13/2019		
Education Partners Solution, Inc.	Sugar Land, TX	09/13/2019		
Educational Leadership Consultants	Houston, TX	09/13/2019		
Educational Research and Consulting, PLLC (Cynthia H. Williams, PhD)	Little Rock, AR	09/13/2019		
Edwards Sutarwalla PLLC	Houston, TX	09/13/2019		
Eichelbaum Wardell Hansen Powell & Mehl,	Austin, TX	09/13/2019		
Elaine Lange	Austin, TX	09/13/2019		
Elegant Enterprise Wide Solutions, Inc.	Chantilly, VA	09/13/2019		
Elevated Insights	Colorado Springs, CO	09/13/2019		
Elisa Rankin Consulting LLC	Uvalde, TX	09/13/2019		
Elite Change Inc.	Houston, TX	09/13/2019		
Elite Image Tax & Notary Service LLC	Houston, TX	09/13/2019	Viewed	10/01/2019
Ellington Chastain Educational Initiative	San Antonio, TX	09/13/2019		
Emergent Risk Solutions	BATON ROUGE, LA	09/13/2019		
Emergent Tree Education	Austin, TX	09/13/2019		
Emma Oliver	Houston, TX	09/13/2019		
Energy Saving Advisor Distributors	Dallas, TX	09/13/2019		
ENTRAM CORP	PORT CHARLOTTE, FL	09/13/2019		
ERASCOGroup, LLC	Houston, TX	09/13/2019		
eRate 360 Solutions	Henderson, NV	09/13/2019		
E-Rate Elite Services, Inc.	Owings Mills, MD	09/13/2019		
Essential Wellness and Balance	Missouri City, TX	09/13/2019		
eTeachingMe (Love N Learn At Home)	Georgetown, TX	09/13/2019		
Etrainers.org	Machesney Park, IL	09/13/2019		
Evergreen Solutions, LLC	Tallahassee, FL	09/13/2019		
Evolve Holdings Inc	Houston, TX	09/13/2019		
Ewing Strategic Communications	Houston, TX	09/13/2019		
Exceptional Pediatric Therapy, LLC	Houston, TX	09/13/2019		
ExerPlay, Inc	Cedar Crest, NM	09/13/2019		
Exploros (Exploros, Inc.)	Wayland, MA	09/13/2019		
Facility Engineering Associates, PC	Fairfax, VA	09/13/2019		
Fast Forward	Las Vegas, NV	09/13/2019		
Favor Consulting Inc (Demlan Solutions Inc)	Fort Worth, TX	09/13/2019		
Fazzio Consulting, LLC.	Round Rock, TX	09/13/2019		
Felicity Educational Services	Deerfield, IL	09/13/2019		
Floral Park Consulting LLC	Floral Park, NY	09/13/2019		
Foodservice Peeps LLC	Richmond, TX	09/13/2019		
Fostering Stars Learning & Resource Center, Inc	Houston, TX		Unsubmitted	09/17/2019
Friends of the British Council USA Inc.	Washington, DC	09/13/2019		
From The Ground up Performance Enhancement (Deanna Voltz)	Houston, TX	09/13/2019		
From The Heart International Educational Services	Nashville, TN	09/13/2019		
Furness Law	Houston, TX	09/13/2019		
Gary Polland P.C.	Houston, TX	09/13/2019		
Generation Ready	New York, NY	09/13/2019	Viewed	10/01/2019
Gentle Minds Tutoring	Missouri City, TX	09/13/2019		
GermBlast (Infection Controls, Inc.)	Lubbock, TX	09/13/2019		
Getting Sorted (G. Yess Fisher & Co., LLC)	The Woodlands, TX	09/13/2019		
Gifting Grounds	Houston, TX	09/13/2019		
GilCat Solutions (Gloria Lastra)	Houston, TX	09/13/2019		
Girlstart	Austin, TX	09/13/2019		
Glass View of Tech	Spring, TX	09/13/2019		
GLOBAL EDUCATIONAL SOLUTIONS LLC	Canton, MI	09/13/2019		
GMC CONSULTANTS,LLC	Houston, TX	09/13/2019		
GOD FEARING POWER HOUSE (POWER ROCK COMMUNITY CENTR)	HOUSTON, TX	09/13/2019		
Golden Mountain Consulting L.L.C	Houston, TX	09/13/2019		
GovSense	Alpharetta, GA	09/13/2019		
GPR Ventures, LLC	Montgomery, TX	09/13/2019	Viewed	09/16/2019
Gray&Pape, Inc.	Cincinnati, OH	09/13/2019		
Grow Minds Consulting LLC	HOUSTON, TX	09/13/2019	Submitted	10/01/2019 10/01/2019
GT Educational Services (GT Educational Services, L.L.C.)	Houston, TX	09/13/2019		
Hagerty Consulting, Inc. (Freeman)	Evanston, IL	09/13/2019		



Hallmark Mitigation & Construction	Kingwood, TX	09/13/2019			
Harmony Public Schools	Houston, TX	09/13/2019			
Harris County Houston Patrol, Inc.	Houston, TX	09/13/2019			
HARRIS-JONES STAFFING & RECRUITING	Katy, TX	09/13/2019			
Haude Tutoring	Spring, TX	09/13/2019			
Hayhouse Projects LLC	Brooklyn, NY	09/13/2019			
Healing Species of Texas	Montgomery, TX	09/13/2019			
Health Products For You (Quaisar Enterprises LLC)	Danbury, CT		Viewed	09/24/2019	
Heartwork Trending Counseling and Consulting, PLLC (Heartwork Trending Consulting Services)	Houston, TX	09/13/2019			
Heavenly Service, LLC	Webster, TX	09/13/2019			
HENECO ENGINEERING AND CONSULTING	Houston, TX	09/13/2019			
Heritage Institute of Sustainability LLC	Dallas, TX	09/13/2019			
HillCo Partners, LLC	Austin, TX	09/13/2019			
HiMac Center for Creative Thinking	Houston, TX	09/13/2019	No Bid	09/29/2019	09/29/2019
Hoensty Environmental Services	Houston, TX	09/13/2019			
Hogan's consulting (Deon I Hogan)	Pflugerville, TX	09/13/2019			
Holland Energy Consulting	Houston, TX	09/13/2019			
Holtz/Adams Construction and Consulting, LLC	Universal City, TX	09/13/2019			
HomeBase Repairs, LLC	Stafford, TX		Viewed	09/19/2019	
Honor Moorman Consulting	Brazoria, TX	09/13/2019			
Hooper Strategies	Granbury, TX	09/13/2019			
Hope Over Hurt	Houston, TX	09/13/2019			
HORIZON SW PROPERTIES	SUGAR LAND, TX	09/13/2019			
Houston Community College System	Houston, TX		Unsubmitted	10/07/2019	
Houston E.A Foundation	Houston, TX	09/13/2019	Submitted	10/03/2019	10/03/2019
Houston Museum of Natural Science	Houston, TX	09/13/2019	Viewed	10/01/2019	
Houston Urban Debate League	Houston, TX	09/13/2019			
HRchex, LLC (Intellisoft II, Inc.)	Irving, TX	09/13/2019			
HTEC-Houstons Training and Education Center, Inc. (Phillips)	Houston, TX	09/13/2019			
Hunt, Guillot & Associates	Baton Rouge, LA	09/13/2019			
Husch Blackwell LLP	Houston, TX	09/13/2019			
HYPE Freedom School, Inc.	Houston, TX		Viewed	09/17/2019	
ICC Thermal Mapping and Data Analytcs (Infrared Concepts Corporation)	Maitland, FL	09/13/2019			
ID Media, Inc	Chicago, IL	09/13/2019			
IECGTX (Insurance Estimating & Consulting Group, LLC)	SPRINGTOWN, TX	09/13/2019			
Imagine Excellence.Inc	Sugar Land, TX	09/13/2019			
Imagine Me Academy	Crosby, TX	09/13/2019			
IMPACT 360	Houston, TX	09/13/2019	Viewed	10/01/2019	
Indatatech (Instant Data Technologies, Inc.)	San Antonio, TX	09/13/2019	Viewed	09/13/2019	
Infinite Education Solutions	Desoto, TX	09/13/2019			
Infinite Solutions Enterprises (The DDance Group, Inc.)	Glen Allen, VA		Submitted	09/30/2019	09/30/2019
InnerChange Consulting Group	Houston, TX	09/13/2019			
Innovation Bridge, Inc.	Sacramento, CA	09/13/2019			
Innovation Education Center	Houston, TX		Viewed	09/23/2019	
Instead	Kingwood, TX	09/13/2019			
Integrity Operations	Katy, TX	09/13/2019			
Invo Healthcare Associates (Invo Healthcare Associates, LLC)	Jamison, PA	09/13/2019			
IPM Asset Solutions, Inc.	Houston, TX	09/13/2019			
IP Terra International Corporation	Houston, TX	09/13/2019			
I-Raos, Inc	Pearland, TX	09/13/2019			
iWRITE (I Write)	Houston, TX	09/13/2019			
Jackson Walker L.L.P.	Dallas, TX	09/13/2019			
Jaime Rios Financial Services Inc. (Money Concepts International Inc.)	Corpus Christi, TX	09/13/2019			
Janet Pozmantier, M.S., LPC, LMFT, RPT (Janet Pozmantier)	Houston, TX	09/13/2019	Viewed	09/16/2019	
Javier Lopez	Houston, TX	09/13/2019			
JC Stonewall Constructors, LP	Houston, TX	09/13/2019			
Jean Polichino Consulting, LLC	Fredericksburg, TX	09/13/2019			
Jennifer Serravallo Consulting, LLC	South Orange, NJ	09/13/2019			

JER HR Group LLC	New York, NY	09/13/2019		
Jerry Gaither Enterprise	HOUSTON, TX	09/13/2019		
Jigsaw Learning LLC (TeachTown)	Woburn, MA	09/13/2019		
JLL Valuation & Advisory Services, LLC	Houston, TX	09/13/2019	Viewed	09/17/2019
Johnson Consulting (Adrian B. Johnson)	Houston, TX	09/13/2019		
Johnston, LLC	Houston, TX	09/13/2019		
Jon M. Warren, LLC	Decatur, TX	09/13/2019		
Jones Lang LaSalle (JLL)	Houston, TX	09/13/2019		
Jose Villarreal Consulting Services	Houston, TX	09/13/2019		
Joyce Davis/Erin Whitney	Houston, TX	09/13/2019		
JS&D Sports Development Outreach Ministries	Humble, TX	09/13/2019	Submitted	10/01/2019 10/01/2019
K&R Group, INC	Houston, TX	09/13/2019		
K12 Food Pros	La Mesa, CA	09/13/2019		
K12 Insight	Herndon, VA	09/13/2019		
KAeka GROUP INC	Lacey, WA	09/13/2019		
Kagan Publishing & Professional Development	San Clemente, CA	09/13/2019		
Kaiser International, Inc	Houston, TX		Viewed	09/18/2019
Karczewski Bradshaw, LLP	Nacogdoches, TX	09/13/2019		
Kathy Jerome	Houston, TX	09/13/2019		
KCP Educational Consulting (Kristi Clarkson Pharaon)	Brenham, TX	09/13/2019		
Keey Group LLC	Rosharon, TX	09/13/2019		
Keter Environmental Services	Indianapolis, IN	09/13/2019		
KGBTexas Communications	Houston, TX	09/13/2019		
KIDS ROBOTIC ACADEMY, LLC	HOUSTON, TX		Unsubmitted	09/25/2019
Kijo Consulting LLC	Houston, TX	09/13/2019		
KLD PLAYSCAPES USA (TWO WORD COMPANY LLC)	Boca Raton, FL	09/13/2019		
KMD Hospitality (KMD Hospitality LLC)	Humble, TX	09/13/2019		
KTM Educational Consulting, LLC	San Antonio, TX	09/13/2019		
Kween to Queen YOUiversity	Houston, TX		Unsubmitted	09/18/2019
L&S Associates, LLC	Montgomery, TX	09/13/2019		
L.SMURPHE.F Institute; Solutions by L.SMURPHE.F; L.SMURPHE.F Productions (L.SMURPHE.F Enterprises, Ltd. Co.)	League City, TX	09/13/2019		
LAKESHORE LEARNING MATERIALS (LAKESHORE EQUIPMENT COMPANY)	CARSON, CA		Viewed	09/17/2019
Lan Nguyen	Houston, TX	09/13/2019		
Language Kids Houston, LLC	Sugar Land, TX	09/13/2019		
Lantana Communications	Arlington, TX	09/13/2019		
Launch Point CDC, Inc.	Houston, TX	09/13/2019		
LBNM Corporation	Richmond, TX	09/13/2019		
Lead Your School (Blue Daisy Consulting, LLC)	The Woodlands, TX	09/13/2019	Viewed	09/13/2019
Leading School Learning	Cypress, TX	09/13/2019	Viewed	09/13/2019
Learning Omnivores (William Sommers)	Austin, TX	09/13/2019		
Lee Rutledge Consulting (Rutledge)	Austin, TX	09/13/2019		
Legends Do Live	Missouri City, TX	09/13/2019		
Libra-Tech Corporation	Argyle, TX	09/13/2019		
Licensed To Solve (Dukes Global Works, INC)	CROSBY, TX	09/13/2019		
Linder Consulting LLC	AUSTIN, TX	09/13/2019		
Liquid Studio Group	Laredo, TX	09/13/2019		
Lisa K Bailey	Missouri City, TX	09/13/2019		
Logyx	Mountain View, CA	09/13/2019		
Lone Star Security Shield, Inc.	Houston, TX	09/13/2019		
Look to Success, LLC (Michelle Lee Pina)	Houston, TX	09/13/2019		
Love 2 the Max	Houston, TX	09/13/2019		
Lowes Companies Inc	Mooreville, NC	09/13/2019		
LQI Consulting Group, LLC	Round Rock, TX	09/13/2019		
L-Sync, LLC	Grand Prairie, TX	09/13/2019		
Lucy Anderson	Houston, TX	09/13/2019		
Iurie, Ilp	Minneapolis, MN	09/13/2019		
Lynn Gomes, LLC (Lynn Gomes)	Houston, TX	09/13/2019		
M3 Inc	Brooklyn, NY	09/13/2019		
Main Stop Testing Svcs	Houston, TX	09/13/2019		
Maker Maven	Tomball, TX	09/13/2019		
Makr U	Spring, TX	09/13/2019		
Marathon Partners Consulting	Moon Township, PA	09/13/2019		

Mark J. Rogers	Austin, TX	09/13/2019			
Mark Matranga	Fort Worth, TX	09/13/2019			
Marseal Group	Roanoke, TX	09/13/2019			
Mary Benton Communications and Public Affairs	Houston, TX	09/13/2019			
MAS Solutions LLC.	Fulshear, TX	09/13/2019			
Math-A-Matics Tutoring,LLC	Houston, TX	09/13/2019			
Matthew McCarrick	Indianapolis, IN		Viewed	09/17/2019	
McKeever Learning Center	Sugar Land, TX		Viewed	09/18/2019	
MCP Professional Services (Dr. Deloris L. Nelson)	Houston, TX	09/13/2019			
Mediators of Texas (Austin Texas Mediators LLC)	Florence, TX	09/13/2019			
Medicaid Claim Solutions of Texas, Inc.	Mansfield, TX	09/13/2019			
Melba Figueroa (HonestRx Consulting LLC)	Southlake, TX	09/13/2019			
MERCER TECHNOLOGIES FIRM	Gary, IN	09/13/2019			
Metamorphosis Concepts	Manvel, TX	09/13/2019			
Meveau (Mercedes Watkins)	Houston, TX	09/13/2019	Viewed	09/13/2019	
Mia R. Williams	Houston, TX		Viewed	09/18/2019	
Michael Best Strategies	Madison, WI	09/13/2019			
Microburst Learning, LLC	Columbia, SC	09/13/2019			
Millunzi & Associates	The Woodlands, TX	09/13/2019			
MIND Research Institute	Irvine, CA		Submitted	09/30/2019	09/30/2019
Minding YOB Services, LLC	Arlington, TX	09/13/2019			
Misson Restaurant Supply	San Antonio, TX		Viewed	10/01/2019	
Mitaja Corporation	Fulton, MD	09/13/2019			
MMG Consulting Partners (Maryland Grier-Union)	Houston, TX	09/13/2019			
Monica Lewis School of Etiquette	Spring, TX	09/13/2019	Unsubmitted	09/14/2019	
Moondrop Entertainment LLC	San Francisco, CA		Unsubmitted	10/03/2019	
Moore Counseling and Psychological Services (Lorenzo Moore)	Houston, TX	09/13/2019			
MPACT STRATEGIC CONSULTING, LLC	Houston, TX	09/13/2019			
MSB Consulting LLC	Austin, TX	09/13/2019			
MVHL Consulting, LLC	San Antonio, TX	09/13/2019			
NAEYC (National Association for the Education of Young Children)	Washington, DC		Viewed	10/01/2019	
Namitzi Yoga (Mitzi Henderson)	HOUSTON, TX	09/13/2019			
Nasare Enterprises,LLC.	Houston, TX	09/13/2019			
NationSync (NationSync Corporation)	Houston, TX	09/13/2019			
NaviGate Prepared (Lauren International)	New Philadelphia, OH		Viewed	10/07/2019	
Nazca Technologies and Consulting LLC	Montgomery, TX	09/13/2019			
NEDRP, LLC (RD360 EDUCATIONAL CONSULTING)	Canyon Lake, TX	09/13/2019			
NERDY BIRDIE (ENOVATEKK)	SPRING, TX	09/13/2019			
New Spectrum Educational Consultants (Civil Society Educational Consultants)	Houston, TX	09/13/2019			
New Teacher Center	Santa Cruz, CA		Submitted	10/01/2019	10/01/2019
Newspring	Houston, TX	09/13/2019			
Nexlore USA	Aventura, FL		Viewed	09/27/2019	
NO EGO APPAREL (NO EGO INC)	AUSTIN, TX	09/13/2019	Submitted	10/08/2019	10/08/2019
NuHealth, Inc.	Houston, TX	09/13/2019			
Nurture to Blossom Services, Inc.	Houston, TX	09/13/2019			
Nuvalo LLC	Gig Harbor, WA	09/13/2019			
Oak Hill Technology, Inc.	Driftwood, TX	09/13/2019			
Odigo Services LLC	Houston, TX	09/13/2019			
O'Hanlon, Demerath & Castillo	Austin, TX	09/13/2019			
Olivier, Inc.	Dallas, TX	09/13/2019			
Omega Engineers, Inc.	Houston, TX	09/13/2019			
ON CALL STAFFING AGENCY LLC	HYATTSVILLE, MD		Viewed	09/22/2019	
Ondi Love Center Ministries	Houston, TX	09/13/2019	Viewed	10/02/2019	
One Source International, LLC	Houston, TX	09/13/2019			
One Way Education, LLC	Houston, TX	09/13/2019			
Optima Train (Delwar Enterprises LLC)	Houston, TX	09/13/2019			
Ozeal Consulting Group (Oziel Enriquez)	Sugar Land, TX	09/13/2019			
P Eugene Turner	Waller, TX	09/13/2019			
Panorama Education	Boston, MA	09/13/2019			
Parker and Jamison LLC	Irving, TX	09/13/2019			
Pcubed (Program Planning Professionals)	Ann Arbor, MI	09/13/2019			
Personal Touch Therapy (Shontai Thomas)	Houston, TX	09/13/2019	Viewed	09/13/2019	

PESG of Texas	Houston, TX	09/13/2019			
PHD Resources & Taxes	Houston, TX	09/13/2019			
Pinnacle Workforce Strategies	Tucson, AZ	09/13/2019			
Pittman Training (Vision Educational Solutions)	Dallas, TX	09/13/2019			
Plante & Moran, PLLC	Southfield, MI	09/13/2019			
Plexos Group LLC	Baton Rouge, LA	09/13/2019			
Point Alliance Solutions	Houston, TX	09/13/2019			
Postlethwaite & Netterville APAC (Lacher)	Baton Rouge, LA	09/13/2019			
Powell-Leon, LLP	Austin, TX	09/13/2019			
Power Institute LLC	Missouri City, TX	09/13/2019			
PowerSchool Group LLC	Folsom, CA		Viewed	09/20/2019	
Practical Parent Education	McKinney, TX	09/13/2019			
Premiere Speakers Bureau	Franklin, TN		Submitted	10/04/2019	10/04/2019
Presidential Staffing Solutions	San Antonio, TX	09/13/2019			
Price Consulting, Inc.	Houston, TX	09/13/2019			
Prime Vendor Inc.	Wilmington, NC		Viewed	09/16/2019	
Proactive Thought Leaders, LLC	Arlington, TX		Submitted	10/07/2019	10/07/2019
ProBizAssoc.com (Beth Philley)	Canton, OH	09/13/2019			
Productive Ventures	Spring, TX	09/13/2019			
Pronto Shipping and Packaging Services Inc.	Houston, TX	09/13/2019			
PROTECHT Management Group, LLC	Austin, TX	09/13/2019			
Protection Engineering Consultants LLC	Austin, TX	09/13/2019			
Public Works LLC	West Chester, PA	09/13/2019			
Purpose Kids (Fellowship of Purpose Early Childhood Learning Center)	Channelview, TX		Viewed	09/25/2019	
Purposeful Parents	Webster, TX	09/13/2019			
PVH Consulting Group LLC	Austin, TX	09/13/2019			
Ramos & Harrison	Corpus Christi, TX	09/13/2019			
Ramtech Building Systems (Ramtech Building Systems, Inc)	Mansfield, TX		No Bid	09/16/2019	09/30/2019
RaRa Foundation Inc	Houston, TX		Viewed	09/18/2019	
Ravir LLC	Keller, TX	09/13/2019			
Real Good Technologies	Austin, TX	09/13/2019			
Recruiting Source International	Katy, TX	09/13/2019			
Reflective Energy Solutions	Hackensack, NJ	09/13/2019			
Region One Education Service Center	Edinburg, TX	09/13/2019			
Reliable R&R Training Services	Dallas, TX	09/13/2019			
Relocation Strategies (Luo & Chang Investment LLC)	houston, TX	09/13/2019			
Remember When Kids Were Kids (Jaelijah)	Spring, TX	09/13/2019			
Resolute Educational Solutions, L.L.C.	Detroit, MI	09/13/2019			
RFx Analyst, Inc.	Dover, DE	09/13/2019	Viewed	09/13/2019	
Rice & Associates, PC	Houston, TX	09/13/2019			
Richards/Carlberg (Richards Carlberg, Inc.)	Houston, TX	09/13/2019			
Risas y Sonrisas	Austin, TX		Viewed	09/23/2019	
Rising Star Academy	Houston, TX	09/13/2019			
Rivera-Vega Group, LLC.	San Antonio, TX	09/13/2019			
RND Technology	Houston, TX	09/13/2019			
Rogers, Morris & Grover, LLP	Houston, TX	09/13/2019			
Roland Gonzales	Spring, TX	09/13/2019	Viewed	09/13/2019	
Rose Costumes	Denton, TX		Viewed	09/24/2019	
RR CONNECTION CONSULTING	Duncanville, TX	09/13/2019			
s3strategies	Lubbock, TX	09/13/2019			
Santos Alliances	Austin, TX	09/13/2019			
SBC Consulting (Tammy Smithers)	Houston, TX	09/13/2019			
SBLM Architects	New York, NY	09/13/2019			
SCG Business Services, LLC	Douglasville, GA	09/13/2019			
Schulman, Lopez, Hoffer & Adelstein	Houston, TX	09/13/2019			
Schultz Center for Teaching and Leadership, Inc.	Jacksonville, FL	09/13/2019			
Science Unlimited, LLC	Missouri City, TX	09/13/2019			
Search and Staff (Taneshia Jones)	Houston, TX	09/13/2019			
ServiceMaster Recovery Management (Service Environments of Texas, Inc.)	Kingwood, TX	09/13/2019	Unsubmitted	09/13/2019	
SERVPRO of Stafford/Missouri City (Hollen Enterprises Inc)	Missouri City, TX		Viewed	09/18/2019	
SETAA (South East Texas Afterschool Association)	Missouri City, TX	09/13/2019			

Shaneka Smith	Houston, TX	09/13/2019			
Sharron Helmke	Dickinson, TX	09/13/2019	Viewed	09/13/2019	
Shepherd Government Services Group (SGSG, LLC)	Carrollton, TX	09/13/2019			
Shira J. Sherer	Houston, TN	09/13/2019			
SimiDigi Inc	Garland, TX	09/13/2019			
Sketch City	Houston, TX	09/13/2019			
Sky's the Limit	Houston, TX	09/13/2019			
SL King and Associates	Atlanta, GA	09/13/2019			
Smart Scholars Foundation	Houston, TX	09/13/2019			
Smarter HR Solutions	Houston, TX	09/13/2019			
SMARTOX	Irving, TX	09/13/2019			
SMRT Solutions (SMRT Consulting LLC)	Washington DC, DC	09/13/2019			
Social Motion, Inc.	Houston, TX	09/13/2019			
Social Studies Success	Spring, TX	09/13/2019			
Softline International USA, Inc	Miami, FL	09/13/2019			
Solel International	Houston, TX	09/13/2019	Viewed	09/23/2019	
Solix Inc. dba Sivic Solutions (Sivic Solutions Group LLC)	Parsippany, NJ	09/13/2019			
Solution Tree Inc	Bloomington, IN		Submitted	10/01/2019	10/01/2019
south texas boiler	houston, TX	09/13/2019			
South Texas Counseling and Mentoring : Adult Education	Houston, TX	09/13/2019			
SPDF KIDS	Houston, TX	09/13/2019			
Springsted Human Capital Advisors	St. Paul, MN	09/13/2019			
SSCI Environmental (Separation Systems Consultants, Inc.)	Houston, TX	09/13/2019			
SSG-MUSIC	LAS VEGAS, NV	09/13/2019			
Staff Hunt LLC	Houston, TX	09/13/2019			
Standard Morgan Partners, LTD	Houston, TX	09/13/2019			
Steam Kidstitute (Insight Community Resources Inc)	Houston, TX	09/13/2019			
STEM Urban Perspective (Science, Technology, Engineering with an Urban Perspective)	Humble, TX	09/13/2019			
Sterling Staffing Solutions (Maceo Carter Investments, LLC)	Sugar Land, TX	09/13/2019	Submitted	10/08/2019	10/08/2019
Sterling Therapy & Rehabilitation	SUGAR LAND, TX	09/13/2019			
Stetson & Associates, Inc.	Houston, TX	09/13/2019			
Steve Spangler Inc.	Englewood, CO	09/13/2019			
Stevenson Workshop and Seminar Solutions	league city, TX	09/13/2019			
Stone Oak Solutions, LLC	New Braunfels, TX	09/13/2019			
Strahan Cain, PLLC	Houston, TX	09/13/2019			
Straight Defined	Copperas Cove, TX	09/13/2019			
Straight Line Management (Straight Line Management LLC)	San Antonio, TX	09/13/2019			
Strategar (Strategar LLC)	Addison, TX	09/13/2019			
STRAUS SYSTEMS INC	STAFFORD, TX	09/13/2019			
Streamline Health Services	San Juan Capistrano, CA	09/13/2019			
Students of Strength, Inc.	Cambridge, MA	09/13/2019			
Susan M. Catlett, Ph.D., BCBA-D	Houston, TX	09/13/2019			
Tandi Oil and Gas LLC	KATY, TX	09/13/2019			
TCT Enterprises, LLC	Houston, TX	09/13/2019			
Teach2Learn (Elliott and McMahon)	Friendswood, TX	09/13/2019			
Teaching Strategies, LLC	Bethesda, MD	09/13/2019	Submitted	09/30/2019	09/30/2019
Team Driven Technology Inc.	Fort Worth, TX	09/13/2019			
TeamLogic IT (Philoxenus, Inc.)	Houston, TX	09/13/2019			
Tecnics Consulting, Inc.	Houston, TX	09/13/2019			
TEEN TRUTH (TEEN TRUTH, LLC)	DRIPPING SPRINGS, TX	09/13/2019			
Tekgration LLC	San Antonio, TX	09/13/2019			
Tetra Tech, Inc.	Maitland, FL	09/13/2019			
Texans Together Education Fund Inc	Houston, TX	09/13/2019			
Texas Educational Consultative Services, Inc.	Austin, TX	09/13/2019			
Texas Initiative Programs (The K16 Ready Society, Inc.)	Fort Worth, TX	09/13/2019			
Texas STAAR Publishing, LLC	Sugarland, TX	09/13/2019			
Texas State Billing Services Inc	Kyle, TX	09/13/2019			
The Afterschool Professional	Pflugerville, TX	09/13/2019			

The A-List Network, LLC (Stephanie Belton)	Rosharon, TX	09/13/2019		
The Box Program (Box Program)	Baytown, TX	09/13/2019		
The Business Concierge (Goodwill Houston)	Houston, TX	09/13/2019		
The Carmona Firm, PLLC	Houston, TX	09/13/2019		
The CNA Corporation (CNA)	Arlington, VA	09/13/2019		
The Donatto Group	Houston, TX	09/13/2019		
The E2 Group, Inc.	Sugar Land, TX	09/13/2019		
The Educator Collaborative	Astoria, NY	09/13/2019		
The Fulton Law Group PLLC	Houston, TX	09/13/2019		
The Green Alliance	Katy, TX	09/13/2019		
The Hanover Research Council, LLC	Arlington, VA	09/13/2019		
The Harris Foundation	Houston, TX	09/13/2019		
The K.N.E.W. Solutions (Keschia Matthews)	FRESNO, TX	09/13/2019	Viewed	10/01/2019
The KD Company (Kim Y. Davis Enterprises, LLC)	Houston, TX	09/13/2019		
The Knowledge Stack (The Knowledge Stack LLC)	Los Angeles, CA	09/13/2019		
The Kovacs Group	New Braunfels, TX	09/13/2019		
The Ombudsmen Group	Cibolo, TX	09/13/2019		
The Paper Plate, Inc	Dallas, TX	09/13/2019		
The Phoenix Group (Phoenix Contracting Group)	Houston, TX	09/13/2019		
The Platform	Houston, TX	09/13/2019		
The Schlueter Group (Stan Schlueter)	Austin, TX	09/13/2019		
The Style Signature	Carrollton, TX	09/13/2019		
The TEAMS Group, LLC	Austin, TX	09/13/2019		
The Yates Company	Houston, TX	09/13/2019		
TheDataFyles	Bellaire, TX	09/13/2019		
Therapy Consultants (MedPerm Placement Inc)	Houston, TX	09/13/2019		
thinkLaw (CS Educational Services, LLC)	Las Vegas, NV	09/13/2019		
Thompson & Horton LLP	Houston, TX	09/13/2019		
Thompson Educational Consulting, Inc.	Missouri City, TX	09/13/2019		
Timothy Project: Youth Mentoring Youth, Inc.	Houston, TX	09/13/2019		
TinMan Enterprises (TX TinMan Enterprises, LLC)	Fort Worth, TX	09/13/2019		
Tiffany Chambers Burrell	HOUSTON, TX	09/13/2019		
TISOMO Consulting Group, LLC	Jacksonville, FL	09/13/2019		
TLE Inc (The Look Enterprises, Inc.)	Bellaire, TX	09/13/2019		
TNR Accounting & Management Consulting, LLC (Nannette Ray)	Katy, TX	09/13/2019	Viewed	10/01/2019
TNTP (The New Teacher Project, Inc.)	Brooklyn, NY	09/13/2019		
Total Special Education Solutions, LLC	Beaumont, TX	09/13/2019		
TPR Education LLC (The Princeton Review)	Natick, MA	09/13/2019		
Trace3, Inc.	Irvine, CA	09/13/2019		
Trezvant Academy, Inc	Houston, TX	09/13/2019		
True Love Childcare	Humble, TX	09/13/2019		
TSC COGIC	houston, TX	09/13/2019		
Tutor Doctor	Navasota, TX	09/13/2019		
Tynker	Mountain View, CA	09/13/2019		
UNICOM Government, Inc. F/K/A GTSI Corp.	Chantilly, VA	09/13/2019		
Unified Sunergy Systems LLC	Flower Mound, TX	09/13/2019		
Unlimited Visions Aftercare, Inc	Houston, TX	09/13/2019		
Urban Schools Collaborative	Houston, TX		Viewed	09/25/2019
Uturn Concepts Inc	Houston, TX	09/13/2019		
Vanguard Trading & Services, LLC	Houston, TX	09/13/2019		
Velvet Rope Experience (VRE Business Solutions)	Houston, TX	09/13/2019		
Victory Group	Houston, TX	09/13/2019		
Vinnove Consulting Group	San Antonio, TX	09/13/2019		
Visual Communication Services (Webbco Enterprises, LLC)	Houston, TX	09/13/2019		
Vollition IIT Inc	ASHBURN, VA	09/13/2019		
Voss & Associates (David R. Voss Associates, Inc.)	Jacksonville, FL	09/13/2019		
VOX Global	Dallas, TX	09/13/2019		
VRJ & Associates, LLC	Sugar Land, TX	09/13/2019		
Waits Consulting Group	Houston, TX	09/13/2019		
Walk the Walk Promotions	Richardson, TX	09/13/2019		
Walker Quality Services	Cypress, TX	09/13/2019		

**Regular Board Meeting****6.F.1.**

<b>Meeting Date:</b>	November 20, 2019		
<b>Title:</b>	Revenue Contract with Houston ISD		
<b>Submitted For:</b>	Frances Watson-Hester, Teaching & Learning Center		
<b>Submitted By:</b>	Paula Avery		
<b>Recommended Action:</b>	Ratify	<b>HCDE Goal(s):</b>	1. Impact education/respond to evolving needs
<b>Additional Resource Personnel:</b>	Dr. Amezcua, Bill Monroe, Kendra Jackson	<b>Facilities/Technology Approval Needed?:</b>	None

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**Information****Posted Agenda Item:**

**Ratification of Interlocal (revenue) contract between The Teaching and Learning Center and Houston ISD** for Professional Training for the period of 10/18/2019 through 05/29/2020 in the amount of \$50,000.

**Subject:**

Interlocal (revenue) contract between The Teaching and Learning Center and Houston ISD for the period of 10/18/2019 through 05/29/2020 for Professional training in the amount of \$50,000.

**Rationale:**

The Teaching and Learning Center will provide Houston ISD 50 days of professional training for \$1,000 per day in an amount not to exceed \$50,000.

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**Fiscal Impact****Attachments**

HISD Interlocal

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**Form Review****Inbox**

Purchasing Alternate  
Purchasing  
Assistant Superintendent - Business  
Form Started By: Paula Avery  
Final Approval Date: 11/04/2019

**Reviewed By**

Kendra Jackson  
Bill Monroe  
Jesus Amezcua

**Date**

10/30/2019 01:22 PM  
10/30/2019 01:26 PM  
11/04/2019 09:45 PM  
Started On: 10/15/2019 11:16 AM



# **HARRIS COUNTY DEPARTMENT OF EDUCATION CONTRACT PROCESSING FORM (CPF)**

*Agenda 6/14/17*

Contract requires approval from: Superintendent ☐ Assistant Superintendent ☐

SECTION 1 – CONTRACT INFORMATION				
Funding Division Teaching Learning Center	Today's Date 10/3/19	# Original Contracts 2	Expenditure/Revenue Budget Account Code (20 digits) 19900030700307 57270000	
Contracting Party Houston ISD – Felix Cook Jr. Elementary		RFP # (if applicable)	Is Contracting Party an Employee of HCDE? If yes, which division? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, Division:	
Description of Services: Professional training on coaching teachers in guided reading and application of professional learning and coaching teachers in instructional practice and application of curriculum components.				
Type of Contract Revenue	Contract Fiscal Year 2019-2020	HCDE Contract? Yes (HCDE Contract)	Term From: 10/18/2019 To: 5/29/2020	
SECTION 2 – CONTRACT TYPE				
Revenue contract greater than or equal to \$50,000 (Needs Board Approval)			Amount: \$50,000.00	
SECTION 3 – COMPLIANCE WITH POLICY CH (LOCAL) PURCHASING AUTHORITY				
The Board has approved entering into this contract for political/lobbying services. <input checked="" type="checkbox"/> N/A <input type="checkbox"/> No <input type="checkbox"/> Yes – Click here to enter a date.				
SECTION 4 – CONTRACT REVIEW CHECKLIST				
<input checked="" type="checkbox"/> This contract was previously reviewed by HCDE attorney (Note that all templates have been reviewed by attorney) – Skip to Section 5 <input type="checkbox"/> This contract was NOT previously reviewed by HCDE attorney (complete fields below) Date I reviewed contract using the Contract Review Checklist: _____ Click here to enter a date. Exceptions Found? _____ Click here to select one.				
<input type="checkbox"/> This contract was reviewed by Purchasing. <input type="checkbox"/> This contract was reviewed by Technology _____ (initials) <input type="checkbox"/> This contract was reviewed by Facilities _____ (initials)				
SECTION 5 – REQUIRED SIGNATURES				
I certify to the best of my knowledge that the information contained in this document is correct and complete. I further certify that the program and all activities related to the program will be conducted in accordance with all applicable federal, state, and local laws including regulations and contract guidelines created to ensure accomplishment of this objective. Acknowledge by checking box and signing below.				
Employee Completing this form <input checked="" type="checkbox"/> <i>Don Muriello</i>	Date 10/3/2019	Funding Division Director <input type="checkbox"/> <i>Frances Velez</i>	Date 10/24/19	
Submit a two-part NCR copy to Purchasing along with the signed original contracts				

*For Nov Board*

FOR PURCHASING DIVISION USE ONLY:			
Contract Reviewer: _____		Date: _____	
<input type="checkbox"/> Vendor Packet	<input type="checkbox"/> Form 1295	<input type="checkbox"/> Vendor Certification	<input type="checkbox"/> Resume <input type="checkbox"/> EICC Checklist
<input type="checkbox"/> Board Action Item – <input type="checkbox"/> Revenue <input type="checkbox"/> Expenditure <input type="checkbox"/> Grant <input type="checkbox"/> ILC		<input type="checkbox"/> Signed by Assistant Superintendent Date: _____	
<input type="checkbox"/> Board Information Item	Date: _____	<input checked="" type="checkbox"/> Returned to Division or: _____	
<input type="checkbox"/> Contract Approved by Board	Date: _____	Date Returned: <i>10-8-19</i>	
<input type="checkbox"/> Contract Signed by Superintendent	Date: _____	<input type="checkbox"/> Additional Signatures Required – Return one original to Purchasing when obtained	
<input type="checkbox"/> Expenditure Contract (For Approval Only)	Date: _____		
NOTES:  <i>For Nov. Rpt to Board</i> <i>Services will start prior. Review Contract</i>			



**Interlocal Contract Between  
Harris County Department of Education and**

**Houston ISD – Felix Cook Jr. Elementary**



Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Contract (the "Contract") is made and entered into between Harris County Department of Education ("HCDE") and Houston ISD ("District") for the purpose of performing governmental functions and services and to state the terms, rights, and duties of the contracting parties during the 2019-2020 school year (October 4, 2019 thru May 29, 2020). This Contract is entered into in accordance with and subject to the Master Interlocal Agreement between the parties, executed on 09/26/19.

**Arrangement with HCDE's TLC Division**

HCDE agrees to provide the services as described below. District agrees to pay for the services within thirty (30) days of receiving an invoice for the services.

<u>Type(s) of Service(s)</u>	<u>Total Days/Hours</u>	<u>Cost Day/Hour</u>	<u>Total Cost</u>
<u>Coaching teachers in guided reading and</u>	<u>50 Days</u>	<u>\$1,000.00/day</u>	<u>\$50,000.00</u>
<u>application of professional learning.</u>			
<u>Coaching teachers in instructional practices and</u>			
<u>application of curriculum components.</u>			
			<b>Total: <u>\$50,000.00</u></b>

Services rendered in accordance with this Contract shall be funded by District's use of \_\_\_\_\_ [funding source(s) (i.e., local dollars, grant funding, etc.)]. Payment for services rendered shall be allocated as follows: \_\_\_\_\_ % funded by \_\_\_\_\_ [funding source]; and \_\_\_\_\_ % funded by \_\_\_\_\_ [additional funding source, if applicable].

**Additional Terms**

1. This Contract may be terminated by either party without cause with thirty (30) days advance written notice. HCDE's obligations under this Contract are contingent on it acquiring and maintaining sufficient staffing through reasonable efforts to satisfy its obligations under this Contract and all similar obligations under its contracts with other districts. In the event of termination, District will compensate HCDE for services provided up to the termination date.
2. This Contract constitutes the sole agreement of the parties relative to the purpose(s) of this Contract and supersedes any other oral or written understandings or agreements, with the sole exception of the Master Interlocal Agreement between the parties. This Contract may only be amended in writing with the consent of both parties. This Contract is not assignable.
3. This Contract shall be construed under the laws of the State of Texas and mandatory and exclusive venue in any action arising out of this Contract shall be in Harris County, Texas.
4. Each party paying for the performance of governmental functions must make those payments from current revenues available to the paying party.
5. Neither this Contract, nor any term or provision hereof, nor any inclusion by reference shall be construed as being for the benefit of any party not in signatory hereof.
6. This Contract does not create a joint venture or business partnership under Texas law.
7. The total amount of this Contract is an estimate based on data provided by both parties. Invoices will be sent by HCDE for services rendered during the term of this Contract.
8. In the event that the District makes a payment to HCDE with a credit card, the District agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and costs borne by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
9. HCDE will make every attempt to provide the service detailed herein as indicated, however, some alterations in the staffing, timeline, and similar details within an individual discipline may be necessary. No changes to the services detailed herein will be made without the mutual written consent of both parties. In no case will the dollar amount of the Contract be exceeded without a formal contract amendment.
10. In accordance with Senate Bill 9, HCDE submits fingerprints to the State Board for Educator Certification (SBEC) for all new employees and pursues criminal history background checks annually on all HCDE employees.
11. Harris County Department of Education adheres to the Uniform Grant Guidance as codified in 2 CFR Part 200, or otherwise known as EDGAR (Education Department General Administrative regulations).

Agreed to:

Lysetta K. Cooper, Principal  
Date 10-30-19

James Colbert, Jr., County School Superintendent

Date 10/2/19

James Colbert, Jr., County School Superintendent  
6300 Irvington Boulevard ★ Houston, Texas 77022 ★ Tel: 713.696.6300 ★ [www.hcde-texas.org](http://www.hcde-texas.org)

**EXHIBIT A**  
**SCOPE OF WORK**

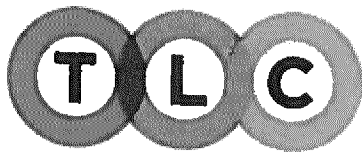
HCDE	Cook Elem.-Houston ISD
<ul style="list-style-type: none"> <li>• Observations, coaching, time management, workshop, etc.</li> <li>• Coaching teachers in guided reading and application of professional learning.</li> <li>• Coaching teachers in instructional practices and application of curriculum components.</li> </ul>	<ul style="list-style-type: none"> <li>• Venue</li> <li>• Provide work space for teachers</li> <li>• Provide Elmo, projector, screen</li> </ul>

# TUMY-Cook Elementary-Houston ISD

## Contract/Speaker Agreement Checklist

2019-2020 School Year

<b>1</b>	<b>Date(s) of Work:</b>	2019-2020 School year-all year long
<b>2</b>	<b>Contract Entity/ District</b>	Houston ISD
<b>3</b>	<b>Contact Name:</b>	Lysette Cooper
<b>4</b>	<b>Email:</b>	LCooper7@houstonisd.org
<b>5</b>	<b>Contract Signatory/Title:</b>	Lysette Cooper
<b>6</b>	<b>Address</b>	7115 Lockwood Houston, TX 77016-7027
<b>7</b>	<b>Phone:</b>	713-636-6040
<b>8</b>	<b>Scope of Work: observations, coaching, time management, workshop, etc.</b>	<ul style="list-style-type: none"> <li>• Coaching teachers in guided reading and application of professional learning.</li> <li>• Coaching teachers in instructional practices and application of curriculum components</li> </ul>
<b>9</b>	<b>Fee</b>	\$1000/day 50 days this year Total: \$50,000
	<b><i>Rosa, please work with contract contact above (#3) to get this information below and enter into my Outlook calendar.</i></b>	
<b>10</b>	<b>Location of Training</b>	7115 Lockwood Houston, TX 77016-7027
<b>11</b>	<b>Times of Training</b>	School day: 7:30-2:50
<b>12</b>	<b>Invoice goes to:</b>	



Teaching and Learning Center



**Harris County**  
Department of  
**Education**

*Professional Learning/Coaching Proposal for Felix Cook, JR. Elementary; Houston ISD*

The Teaching and Learning Center is committed to providing the most current and well-researched English language arts and reading training and consulting at the most affordable rate. We base our work on the gradual release model and use both reader's and writer's workshop models in all our trainings. Our professional learning uses principles from *Universal Design for Learning* and promotes standards-based planning grounded in the TEKS while addressing multiple learner needs with differentiated instruction tools embedded in the professional learning model. Consultants are trained in both the Cognitive Coaching® model as well as the Jim Knight Instructional Coaching Institute® and use a blend of the two in coaching contracts as needed.

**Proposal for Felix Cook Elementary:**

- Coaching Rate/\$1000 per day
  - October 2019-8 days available
  - November-6 days available
  - December 2019-4 days available
  - January 2020-6 days available
  - February 2020-8 days available
  - March 2020-6 days available
  - April 2020-6 days available
  - May 2020-6 days available
- 50 days total
  - **Total**.....\$50,000

If you have any questions about this proposal, please email me at [ktumy@hcde-texas.org](mailto:ktumy@hcde-texas.org) or call my office at 713-696-1310. I am happy to customize content for the teachers in your district.

*Ms. Kelly E. Tumy | County Curriculum Director-ELAR and Social Studies-The Teaching and Learning Center  
713.696.8223*

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James Colbert, Jr. | County School Superintendent  
6300 Irvington Boulevard ★ Houston, Texas 77022 ★ Tel: 713.694.6300 ★ [www.hcde-texas.org](http://www.hcde-texas.org)

**Regular Board Meeting****6.F.2.****Meeting Date:** November 20, 2019**Title:** Schools Division Highpoint School East Annual Contracts FY20: Spring Branch ISD (8)**Submitted For:** Anthony Mays, Schools**Submitted By:** Denise Alamos**Recommended Action:** Approve**HCDE Goal(s):**  
1. Impact education/respond to evolving needs  
2. Deliver value responsibly  
5. Recruit high-quality professionals**Additional Resource Personnel:** Anthony Mays, Jonathan Parker, Jesus Amezcua, Bill Monroe, Kendra Jackson**Facilities/Technology Approval Needed?:** None

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**Information****Posted Agenda Item:**

**Interlocal (revenue) contract for FY 2020 in the aggregate amount of \$80,392 with Highpoint School East with the following districts:** Spring Branch ISD for eight (8) in-county annual contracts in the amount of \$80,392 (\$10,049 each) for the contract period of 8/26/19 through 06/05/20.

**Subject:**

Interlocal (revenue) contract for FY 2020 in the aggregate amount of \$80,392 with Highpoint School East with the following districts: Spring Branch ISD for eight (8) in-county annual contracts in the amount of \$80,392 (\$10,049 each) for the contract period of 8/26/19 through 06/05/20.

**Rationale:**

Entity	Description	Date	Amount
Spring Branch ISD	Annual Contract (8) (in-county \$10,049 each)	8/26/19-6/5/20	\$80,392
Total:			\$80,392

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**Fiscal Impact****Included in FY budget Y/N:** Y**Included in current budget amendment Y/N:** N

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**Attachments**

FY20 HSE-Spring Branch ISD\_Annual Contract-8

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**Form Review****Inbox**

Purchasing Alternate  
Purchasing  
Assistant Superintendent - Business  
Form Started By: Denise Alamos  
Final Approval Date: 11/04/2019

**Reviewed By**

Kendra Jackson  
Bill Monroe  
Jesus Amezcua

**Date**

10/30/2019 01:32 PM  
10/30/2019 02:06 PM  
11/04/2019 09:47 PM  
Started On: 10/28/2019 04:17 PM

**INTERLOCAL AGREEMENT FOR SPECIALIZED SERVICES  
HIGHPOINT SCHOOL (HS) EAST**

**2019-2020 ANNUAL CONTRACT**

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, Harris County Department of Education (“HCDE”) and **Spring Branch Independent School District, (“SBISD”)** hereby enter into an Interlocal Contract (“Contract”) for the purpose of providing educational and related services under the Texas Education Code (TEC), Chapter 37, for students who have been removed from **SBISD** for committing an offense described in TEC, Chapter 37, or for engaging in behavior(s) for which **SBISD** Student Code of Conduct requires a discipline alternative education placement.

1. For the period beginning **August 26, 2019** and ending **June 5, 2020**, HCDE agrees to provide services described herein for **eight (8)** units to eligible student(s) requiring a discipline alternative education placement (referred to herein as “student(s)”) who are residents of **SBISD**.
2. HCDE agrees to provide specialized facilities and properly certified/licensed personnel necessary to appropriately educate and provide instructional and counseling services to the student(s) in accordance with applicable law. During the period of this Contract, if HCDE fails to provide the necessary specialized facilities and certified personnel, **SBISD** may terminate services until such time as HCDE can provide the necessary specialized services contracted herein. HCDE will not be held responsible for the services contracted herein if the necessary specialized facilities and properly certified/licensed personnel are unavailable.
3. HCDE agrees to furnish the **SBISD** with a weekly statement of student(s) attendance.
4. HCDE agrees to maintain necessary records and accounts in order to assure that funds received from **SBISD** have been expended for the services described herein. HCDE agrees to provide these records and other information as may be required by **SBISD**.
5. **SBISD** is responsible for providing transportation to and from Highpoint. Location of pick-up and drop-off points and time of service will be determined by representatives of **SBISD** and HCDE.
6. **SBISD** will provide copies of all pertinent school records pertaining to the student(s). **SBISD** agrees to furnish HCDE a copy of any additional pertinent documents regarding the student(s) that may be obtained by **SBISD** during the term of this Contract. Records must include, but are not limited to, (a) a recommendation letter from the school or district stating explicitly why the student is being referred to Highpoint; (b) the student’s Middle School Plan (for students in grades 6-8); or (c) the student’s Graduation Plan (for students in grades 9-12); (d) the student’s current transcript, including all achievement test records; (e) for special education students, the student’s current IEP, in accordance to Article 8 of this contract; (f) withdrawal form, which shall indicate the list of current courses in which the student is enrolled, the grade earned and the textbook and other instructional resources being used with that subject; and (g) the student’s current year’s attendance records.
7. Special Education student(s) served under this Contract have been classified by the Admission, Review and Dismissal (ARD) Committee of the school of regular attendance within **SBISD** and recommended for services as described herein. The ARD Committee of **SBISD** has affirmed the classification and approved the recommendation of such contracted services. An HCDE representative must participate in the ARD Committee meeting considering Highpoint placement.

8. With referred Special Education student(s), HCDE is responsible for providing the educational and support services that are provided to non-disabled students. Additional services required by a disabled student(s) to implement the student's Individualized Education Plan (IEP) and/or 504 plan are to be provided by **SBISD**. **SBISD** may make such services available in conjunction with Highpoint or at a separate time and location, at the discretion of **SBISD** and the ARD Committee. If **SBISD** chooses to make such services available in conjunction with Highpoint, **SBISD** will cooperate with Highpoint to minimize disruption at Highpoint. If **SBISD** requires the student(s) to leave during the school day, the IEP must include transportation as a related service.
9. HCDE will update **SBISD** on the progress of the referred student(s) at least once per semester. A member of the **SBISD** administrative staff will monitor, assess and evaluate student's progress as established by this Contract, including at least one (1) on-site visit annually.
10. In consideration of the services provided herein, **SBISD** agrees to pay HCDE an in-county fee of **\$80,392** and any additional fees in the following manner:

**\$10,049** times the number of units purchased. **SBISD** will be billed twice a year and payment will be due upon receipt of invoice.

**\$75.00** special education surcharge times the number of enrollment days for Special Education student(s).

**\$115.00** per diem times the number of student(s) in attendance over the number of units purchased (8).

HCDE will bill **SBISD** for the amount of units purchased. **SBISD** may sell unused units to another district upon obtaining HCDE's prior written consent.

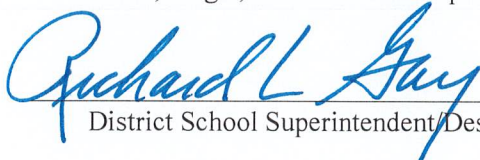
In the event that **SBISD** makes a payment to HCDE with a credit card, **SBISD** agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and costs borne by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
11. The parents of the student(s) shall not be charged for the services contracted under this Contract.
12. HCDE will follow IDEA and other applicable laws when considering dismissal and/or expulsion of a qualified special education student(s) from the Highpoint program.
13. This Contract may be amended only by the mutual agreement of the parties, in writing, to be attached to and incorporated in this Contract.
14. Each party paying for the performance of governmental functions must make those payments from current revenues available to the paying party.
15. Neither this Contract nor any duties or obligations under it shall be assignable by either party without the prior written acknowledgment and authorization of the other party.
16. Any notice provided under the terms of this Contract by either party to the other shall be in writing and sent by certified mail, return receipt requested. Notice shall be sufficient if made or addressed as follows:

HCDE  
Attention:  
James Colbert, Jr., County School Superintendent  
6300 Irvington Boulevard  
Houston, Texas 77022-5618

**SBISD**  
Attention:  
Dr. Scott R. Muri, Superintendent  
955 Campbell Road  
Houston, TX 77024

Each party may change the address at which notice may be sent to that party by giving notice of such change to the other party in accordance with the provisions of this Article.

17. This Contract shall be construed under the laws of the State of Texas and mandatory and exclusive venue in any action arising out of this Contract shall be in Harris County, Texas.
18. This Contract does not create a joint venture or business partnership under Texas law.
19. Each party acknowledges that this Contract has been authorized by the governing body of each party to the Contract.
20. In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

  
\_\_\_\_\_  
District School Superintendent/Designee

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
County School Superintendent/Designee

\_\_\_\_\_  
Date

For HCDE Office use only: Revenue Account No. 19900060700970 57250000 **Highpoint School East**



**Regular Board Meeting****6.F.3.****Meeting Date:** November 20, 2019**Title:** Schools Division Academic and Behavior School East Annual Contracts FY20: Crosby ISD (4), Dayton ISD (8), Pearland ISD (8)**Submitted For:** Anthony Mays, Schools**Submitted By:** Denise Alamos**Recommended Action:** Approve**HCDE Goal(s):**  
1. Impact education/respond to evolving needs  
2. Deliver value responsibly  
5. Recruit high-quality professionals**Additional Resource Personnel:** Anthony Mays, Jonathan Parker, Jesus Amezcua, Bill Monroe, Kendra Jackson**Facilities/Technology Approval Needed?:** None

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**Information****Posted Agenda Item:**

**Interlocal (revenue) contract for FY 2020 in the aggregate amount of \$412,100 with Academic and Behavior School East with the following districts:** Crosby ISD for four (4) in-county annual contracts in the amount of \$82,420 (\$20,605 each); Dayton ISD for Dayton (8) in-county annual contracts in the amount of \$164,840 (\$20,605 each); Pearland ISD for eight (8) in-county annual contracts in the amount of \$164,840 (\$20,605 each); for the contract period of 8/26/19 through 06/05/20.

**Subject:**

Interlocal (revenue) contract for FY 2020 in the aggregate amount of \$412,100 with Academic and Behavior School East with the following districts: Crosby ISD for four (4) in-county annual contracts in the amount of \$82,420 (\$20,605 each); Dayton ISD for Dayton (8) in-county annual contracts in the amount of \$164,840 (\$20,605 each); Pearland ISD for eight (8) in-county annual contracts in the amount of \$164,840 (\$20,605 each); for the contract period of 8/26/19 through 06/05/20.

**Rationale:**

Entity	Description	Date	Amount
Crosby ISD	Annual Contract (4) (in-county \$20,605 each)	8/26/19-6/5/20	\$82,420
Dayton ISD	Annual Contract (8) (in-county \$20,605 each)	8/26/19-6/5/20	\$164,840
Pearland ISD	Annual Contract (8) (in-county \$20,605 each)	8/26/19-6/5/20	\$164,840
Total:			\$412,100

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**Fiscal Impact****Included in FY budget Y/N:** Y**Included in current budget amendment Y/N:** N

### Form Review

**Inbox**

Purchasing Alternate  
Purchasing  
Assistant Superintendent - Business  
Form Started By: Denise Alamos  
Final Approval Date: 11/07/2019

**Reviewed By**

Kendra Jackson  
Bill Monroe  
Jesus Amezcua

**Date**

11/07/2019 09:39 AM  
11/07/2019 09:55 AM  
11/07/2019 12:55 PM  
Started On: 10/28/2019 03:58 PM

**INTERLOCAL AGREEMENT FOR SPECIALIZED SERVICES  
ACADEMIC BEHAVIOR SCHOOL (ABS) EAST**

**2019-2020 ANNUAL CONTRACT**

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, Harris County Department of Education ("HCDE") and the Crosby Independent School District, ("CISD") hereby enter into an Interlocal Contract ("Contract") for the purpose of providing educational and related services for eligible student(s) with disabilities of the CISD and to state the terms, rights and duties of the contracting parties.

1. **Term.** For the period beginning August 26, 2019 and ending June 5, 2020, HCDE agrees to provide services described herein for **four (4) total: Adaptive Behavior Program/LIFE Skills Program** unit(s) to eligible student(s) with disabilities ("Student(s)") who are residents of the CISD.
2. **Services.** HCDE agrees to provide facilities and certified/licensed personnel necessary to provide educational, instructional, and counseling services to the student(s) in accordance with applicable law. HCDE agrees that all services provided by HCDE hereunder shall be provided by certified/licensed providers when required by applicable law. HCDE may perform the services contracted for herein by using its own employees or independent contractors.
3. **Reporting.** HCDE agrees to furnish the CISD with a monthly statement of student(s) attendance. CISD retains the responsibility to report CISD student(s) average daily attendance and other required information through the Public Education Information Management System ("PEIMS").
4. **Accounting Records.** HCDE agrees to maintain necessary records and accounts in order to assure that funds received from the CISD have been expended for the services described herein. HCDE agrees to provide these records and other information as may be required by the CISD.
5. **Placement of Students.** The student(s) served under this Contract have been placed by the Admission, Review and Dismissal (ARD) Committee of the school of regular attendance within the CISD, and recommended for services as described herein. The ARD Committee of the CISD has affirmed the placement and approved the recommendation of such contracted services. The CISD shall comply with HCDE's procedures for requesting placement of a CISD student at HCDE prior to consideration of the placement by CISD's ARD Committee. An HCDE representative must participate in the CISD ARD Committee meeting considering placement at HCDE.
6. **Local Education Agency.** Student(s) receiving services from HCDE pursuant to this Contract remain enrolled in CISD and are considered students of CISD for all purposes. CISD remains the Local Education Agency ("LEA"), as that term is defined by the Individuals with Disabilities Education Act ("IDEA"), and solely retains the obligation to provide and to ensure that any CISD student is provided a free appropriate public education ("FAPE") while receiving services from HCDE. CISD retains all responsibilities required of the LEA pursuant to the IDEA, including, but not limited to, requirements regarding identification, evaluation, educational placement, the provision of FAPE, and procedural safeguards. For any dispute, including a special education complaint or due process hearing, arising under the IDEA or other applicable law regarding a CISD student placed at HCDE, CISD recognizes and acknowledges that HCDE is not the LEA for the CISD student and is in no way liable to the student, parent, or CISD under the IDEA or other applicable law.
7. **Student Records.** CISD will provide copies of all Student Records (as hereinafter defined) pertaining to the student(s) prior to the student(s)'s first day of attendance at HCDE. CISD agrees to furnish HCDE a copy of any additional pertinent documents regarding the student(s) which may be requested from or



obtained by the CISD during the term of this Contract. Student records to be provided by CISD include, but are not limited to, the following: (a) the most recent copy of the student's individualized education program ("IEP"); (b) any relevant evaluation reports; and (c) the student's most recent IEP progress report.

8. **Confidentiality.** For purposes of this Contract, "Student Records" shall be defined as student information including personal identifiers such as name, address, phone number, date of birth, Social Security number, student identification number, and any student information protected by law, including "personally identifiable information" and student "education records" as those terms are defined by the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g, as amended ("FERPA"); "personal information" as that term is defined in the Children's Online Privacy Protection Act of 1998 ("COPPA"); "personal information" as that term is defined in the Protection of Pupil Rights Amendment ("PPRA"); "personally identifiable information" as that term is defined in the IDEA, as amended; "protected health information" as that term is defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); and "personal identifying information" and "sensitive personal information" as defined under the Texas Identity Theft Enforcement and Protection Act (Chapter 521, Texas Business and Commerce Code).

Notwithstanding any contrary provision of this Contract, both parties and their employees, agents, and subcontractors may access and use Student Records only as permitted by law for the purpose(s) for which the disclosure was made. Both parties agree to abide by FERPA's limitations and requirements imposed on school officials, including, but not limited to, the requirements of 34 C.F.R. 99.33(a). HCDE and CISD expressly agree that: (1) the services/functions to be provided by HCDE are services/functions for which CISD would otherwise use its own employees; (2) both parties have been determined to meet the criteria set forth in CISD's annual notification of FERPA rights for being school officials with legitimate educational interests in the Student Records; (3) CISD is under HCDE's direct control with respect to CISD's access to, use of, and disclosure of Student Records as gathered and maintained by HCDE; (4) HCDE is under CISD's direct control with respect to HCDE's access to, use of, and disclosure of Student Records as gathered and maintained by CISD; and (5) both parties will use Student Records only for authorized purposes and will not re-disclose Student Records to other parties, unless each party has specific authorization from the other party to do so or the disclosure is otherwise permitted by applicable law, including without limitation, FERPA, HIPAA, COPPA, IDEA, PPRA, and the Texas Identity Theft Enforcement and Protection Act.

9. **ARD Meetings.** CISD agrees to invite an HCDE representative as a non-consensus member to any CISD ARD Committee meeting for CISD student(s) receiving services from HCDE pursuant to this Contract. A member of the CISD special education personnel will monitor, assess and evaluate the student(s)'s progress as established by the IEP, including at least one on-site visit per semester.
10. **Transportation.** CISD is responsible for providing transportation of CISD student(s) to and from HCDE. Locations of pick-up and drop-off points and times of service will be determined by representatives of CISD and HCDE.
11. **Special Education Services.** Notwithstanding CISD's obligation as the LEA as described by the IDEA, HCDE agrees to provide all special education and related services required to implement the student's IEP as developed by the CISD ARD Committee. HCDE will update the CISD on the implementation of the IEP at least once per HCDE grading period, or upon request by CISD.
12. **Request for Change of Placement.** HCDE reserves the right to request that a student placed at HCDE pursuant to this Contract be returned to placement in CISD, the district of enrollment. Upon such request from HCDE, CISD shall conduct an ARD Committee meeting within thirty (30) calendar days to consider the student's placement.



13. **Invoices and Payment.** In consideration of the services provided herein, the CUSD agrees to pay HCDE a total amount of \$82,420. Total amount is calculated by multiplying the number of units X annual in-county tuition rate (\$20,605).

HCDE will invoice CUSD and payment will be due immediately upon receipt of invoice. CUSD agrees to pay HCDE in the following manner:

- 50% of annual total amount due will be invoiced in **September 2019**
- 50% of annual total amount due will be invoiced in **January 2020**

If Applicable in consideration of Extended School Year Services (ESY) provided herein, CUSD agrees to pay HCDE: (For the period beginning **June 9, 2020** and ending **July 16, 2020**)

- \$5,278 in-county tuition rate times number of ESY students enrolled.
- 100% of ESY total amount due will be invoiced in **July 2020**.

In the event that CUSD makes a payment to HCDE with a credit card, CUSD agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and costs borne by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).

CUSD may sell unused units to another district upon obtaining HCDE's prior written consent.

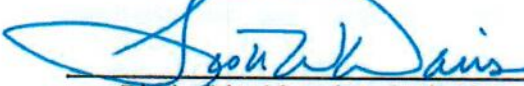
14. **Funding.** The source of funding for this Contract will be from CUSD funds. The parents of the student(s) placed at HCDE pursuant to this Contract shall not be charged for the services contracted under this Contract.
15. **Amendment.** This Contract may be amended only by the mutual agreement of the parties, in a writing to be attached to and incorporated in this Contract. Either party may terminate this Contract with or without cause with thirty (30) days written notice to the other party.
16. **Current Revenues.** Each party paying for the performance of governmental functions must make those payments from current revenues available to the paying party.
17. **Assignment.** Neither this Contract nor any duties or obligations under it shall be assignable by either party without the prior written acknowledgment and authorization of the other party.
18. **Notice.** Any notice provided under the terms of this Contract by either party to the other shall be in writing and may be affected by certified mail, return receipt requested. Notice shall be sufficient if made or addressed as follows:

**HCDE**  
Attention:  
James Colbert, Jr., County School Superintendent  
6300 Irvington Boulevard  
Houston, Texas 77022-5618

**CUSD**  
Attention:  
Dr. Scott Davis, Superintendent  
14670 FM2100  
Crosby, TX 77532

Each party may change the address at which notice may be sent to that party by giving notice of such change to the other party in accordance with the provisions of this Article.

19. **Choice of Law and Venue.** This Contract shall be construed under the laws of the State of Texas, and mandatory and exclusive venue in any action arising out of this Contract shall be in Harris County, Texas.
20. **Separate Entities.** This Contract does not create a joint venture or business partnership under Texas law.
21. **Severability.** In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.
22. **Immunities.** Nothing in this Contract waives or alters any immunities provided to either party, their trustees, officers, agents, or employees, under Texas or federal law.
23. **Third-Party Beneficiaries.** Nothing in this Contract shall be deemed or construed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against any party to this Contract.
24. **Force Majeure.** Neither HCDE nor CISD shall be deemed to have breached any provision of this Contract as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, floods, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond such party's control.
25. **Contract Interpretation.** The parties agree that the normal rules of construction that require any ambiguities in this Contract as to be construed against the drafter shall not be employed in the interpretation of this Contract.

  
\_\_\_\_\_  
District School Superintendent/Designee

9-24-2019  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Harris County School Superintendent/Designee

\_\_\_\_\_  
Date

For HCDE Office use only: Revenue Account No. 19900060100131 57250000 ABS East



## INTERLOCAL CONTRACT AMENDMENT #1

Amendment #1 is changing the Interlocal Contract between the Harris County Department of Education, ("HCDE") and **Dayton Independent School District** ("DISD") as stated below.

### Article 1 (Did Read)

For the period beginning **August 26, 2019** and ending **June 5, 2020**, HCDE agrees to provide services described herein for **seven (7) total: Adaptive Behavior Program/LIFE Skills Program** unit(s) to eligible student(s) with disabilities ("Student(s)") who are residents of the **DISD**.

### Article 1 (Now Reads)

For the period beginning **August 26, 2019** and ending **June 5, 2020**, HCDE agrees to provide services described herein for **eight (8) total: Adaptive Behavior Program/LIFE Skills Program** unit(s) to eligible student(s) with disabilities ("Student(s)") who are residents of the **DISD**.

### Article 7 (Did Read)

In consideration of the services provided herein, the **DISD** agrees to pay HCDE a total amount of **\$144,235**. Total amount is calculated by multiplying the number of units X annual **in-county** tuition rate (**\$20,605**).

HCDE will invoice **DISD** and payment will be due immediately upon receipt of invoice. **DISD** agrees to pay HCDE in the following manner:

- 50% of annual total amount due will be invoiced in **September 2019**
- 50% of annual total amount due will be invoiced in **January 2020**

If Applicable in consideration of Extended School Year Services (ESY) provided herein, **DISD** agrees to pay HCDE:

- \$5,278 in-county tuition rate times number of ESY students enrolled.
- 100% of ESY total amount due will be invoiced in **July 2020**.

In the event that **DISD** makes a payment to HCDE with a credit card, **DISD** agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and costs borne by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).

### Article 7 (Now Reads)

In consideration of the services provided herein, the **DISD** agrees to pay HCDE a total amount of **\$164,840**. Total amount is calculated by multiplying the number of units X annual **in-county** tuition rate (**\$20,605**).

HCDE will invoice **DISD** and payment will be due immediately upon receipt of invoice. **DISD** agrees to pay HCDE in the following manner:

- 50% of annual total amount due will be invoiced in **September 2019**
- 50% of annual total amount due will be invoiced in **January 2020**

If Applicable in consideration of Extended School Year Services (ESY) provided herein, **DISD** agrees to pay HCDE:

- \$5,278 in-county tuition rate times number of ESY students enrolled.
- 100% of ESY total amount due will be invoiced in **July 2020**.

In the event that **DISD** makes a payment to HCDE with a credit card, **DISD** agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and costs borne by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).

Dayton ISD

  
District School Superintendent/Designee

10/15/19  
Date

Harris County Department of Education

\_\_\_\_\_  
Harris County School Superintendent

\_\_\_\_\_  
Date

For HCDE Office use only: Revenue Account No. 19900060100131 57250000 **ABS East**



## INTERLOCAL CONTRACT AMENDMENT #1

Amendment #1 is changing the Interlocal Contract between the Harris County Department of Education, (“HCDE”) and Pearland Independent School District (“PISD”) as stated below.

### **Article 1 (Did Read)**

For the period beginning **August 26, 2019** and ending **June 5, 2020**, HCDE agrees to provide services described herein for **six (6) total: Adaptive Behavior Program/LIFE Skills Program** unit(s) to eligible student(s) with disabilities (“Student(s)”) who are residents of the **PISD**.

### **Article 1 (Now Reads)**

For the period beginning **August 26, 2019** and ending **June 5, 2020**, HCDE agrees to provide services described herein for **eight (8) total: Adaptive Behavior Program/LIFE Skills Program** unit(s) to eligible student(s) with disabilities (“Student(s)”) who are residents of the **PISD**.

### **Article 7 (Did Read)**

In consideration of the services provided herein, the **PISD** agrees to pay HCDE a total amount of **\$123,630**. Total amount is calculated by multiplying the number of units X annual **in-county** tuition rate (**\$20,605**).

HCDE will invoice **PISD** and payment will be due immediately upon receipt of invoice. **PISD** agrees to pay HCDE in the following manner:

- 50% of annual total amount due will be invoiced in **September 2019**
- 50% of annual total amount due will be invoiced in **January 2020**

If Applicable in consideration of Extended School Year Services (ESY) provided herein, **PISD** agrees to pay HCDE:

- \$5,278 in-county tuition rate times number of ESY students enrolled.
- 100% of ESY total amount due will be invoiced in **July 2020**.

### **Article 7 (Now Reads)**

In consideration of the services provided herein, the **PISD** agrees to pay HCDE a total amount of **\$164,840**. Total amount is calculated by multiplying the number of units X annual **in-county** tuition rate (**\$20,605**).

HCDE will invoice **PISD** and payment will be due immediately upon receipt of invoice. **PISD** agrees to pay HCDE in the following manner:

- 50% of annual total amount due will be invoiced in **September 2019**
- 50% of annual total amount due will be invoiced in **January 2020**

If Applicable in consideration of Extended School Year Services (ESY) provided herein, **PISD** agrees to pay HCDE:

- \$5,278 in-county tuition rate times number of ESY students enrolled.
- 100% of ESY total amount due will be invoiced in **July 2020**.

Pearland ISD

\_\_\_\_\_  
District School Superintendent/Designee

\_\_\_\_\_  
Date

Harris County Department of Education

\_\_\_\_\_  
Harris County School Superintendent

\_\_\_\_\_  
Date

For HCDE Office use only: Revenue Account No. 19990060100131 57250001 **ABS East**

**Regular Board Meeting****7.D.****Meeting Date:** November 20, 2019**Title:** CH Local FY 20 approval for Quality Security Systems**Submitted For:** Bill Monroe, Purchasing**Submitted By:** Kendra Jackson**Recommended Action:** Approve**HCDE Goal(s):** 2. Deliver value responsibly**Additional Resource Personnel:** Dr. Jesus J. Amezcua, Bill Monroe, Kendra Jackson**Facilities/Technology Approval Needed?:**

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**Information****Posted Agenda Item:**

**Consider approval to amend CH Local FY 20 expenditure approval list** to add Quality Security Systems (job no. 15/037JN-07) in the expenditure amount of \$300,000 for monitoring and maintenance .

**Subject:**

Amendment to CH Local to add Quality Security Systems

**Rationale:**

Quality Security Systems for monitoring and maintenance.

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**Fiscal Impact****Attachments**

*No file(s) attached.*

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**Form Review****Inbox**

Purchasing  
Purchasing Alternate (Originator)  
Purchasing  
Assistant Superintendent - Business  
Form Started By: Kendra Jackson  
Final Approval Date: 11/04/2019

**Reviewed By**

Bill Monroe  
Kendra Jackson  
Bill Monroe  
Jesus Amezcua

**Date**

10/17/2019 10:56 AM  
10/22/2019 01:50 PM  
10/22/2019 01:55 PM  
11/04/2019 09:46 PM  
Started On: 10/17/2019 10:46 AM

**Regular Board Meeting****7.E.****Meeting Date:** November 20, 2019**Title:** Approval of Flooring Replacement Project at HCDE Irvington**Submitted For:** Richard Vela, Facilities**Submitted By:** Julie Carson**Recommended Action:** Approve**HCDE Goal(s):** 2. Deliver value responsibly**Additional Resource Personnel:** John Prestigiacomo**Facilities/Technology Approval Needed?:** Facilities

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**Information****Posted Agenda Item:****Consider approval of contract for the replacement of the flooring in the Conference Center at HCDE 6300 Irvington** with Tarkett USA, Inc. (job no. 17/020CG-15) in the total amount of \$66,574.74.**Subject:**

Flooring Replacement Project/HCDE 6300 Irvington Conference Center

**Rationale:**

Consider approval for the replacement of the flooring in the Conference Center at HCDE 6300 Irvington with Tarkett USA, Inc. job no. 17/020CG-15 in the total amount of \$66,574.74.

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**Fiscal Impact****Included in FY budget Y/N::** y**Included in current budget amendment::**

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**Attachments**

Contract

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**Form Review****Inbox**Purchasing Alternate  
Purchasing  
Assistant Superintendent - Business  
Form Started By: Julie Carson  
Final Approval Date: 11/04/2019**Reviewed By**Yaritza Roman  
Bill Monroe  
Jesus Amezcua**Date**10/29/2019 12:00 PM  
10/29/2019 02:29 PM  
11/04/2019 09:46 PM  
Started On: 10/28/2019 09:52 AM

## Job Order Contract

This Master Job Order Contract ("Contract") is made by and between Harris County Department of Education ("Owner"), a political subdivision of the state of Texas, whose main office address is 6300 Irvington Boulevard, Houston, Texas 77022, a Tarkett USA Inc ("Contractor"), whose main office address is 1735 Cleveland Hwy, Dalton, GA 30721 for Job Order Contracting Services, effective as of October 11, 2019 (date).

### RECITALS

Whereas, Owner is in need of job order contracting services; and

Whereas, this Contract is for the provision of job order contracting services, to be performed on a non-exclusive, indefinite quantity basis, as requested by Owner, in accordance with the terms of this Contract;

Whereas, Contractor has been procured as a Job Order Contractor vendor under Harris County Department of Education ("HCDE") Choice Partners Contract # 17/020CG, and is available to Owner through the Choice Partners purchasing cooperative as permitted by Subchapter I, Chapter 2269 of the Texas Government Code; and

Whereas, Contractor represents that he has the knowledge, ability, skills and resources to provide such job order contracting services in accordance with the terms and requirements of this Contract.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Contract, the receipt and sufficiency of which are hereby acknowledged, Owner and Contractor, intending to be legally bound, hereby agree as follows:

### I. DEFINITIONS

1.1 The term "Owner" means the Harris County Department of Education and includes Owner's duly authorized representative, including any person specifically authorized to act for Owner by executing the Contract and any modification thereto. Owner's duties include administration of the Contract, including the issuance of Job Order(s) and modifications and assessing progress; inspecting and periodically reporting on such performance and progress during the stated period of performance, and finally certifying as to the acceptance of the Work in its entirety or any portion thereof, as required by the Contract.

1.2 The term "Contractor" means Tarkett USA Inc. and includes Contractor's senior manager or its duly authorized representative, including any person specifically authorized to act for Contractor by executing the Contract and any modifications thereto. Contractor's duties include administration of the Contract and performance of the Work.

1.3 The term "Contract" as used herein means the documents that form the agreement between Owner and Contractor. The Contract consists of this agreement, including its exhibits and any modifications thereto, any Job Order(s) that may be issued, Choice Partners Contract #17/020CG-15, and Contractor's proposal submitted in response to the solicitation issued by HCDE/Choice Partners for Choice Partners Contract #17/020CG-15, which are fully incorporated herein for any and all purposes.

1.4 The term "Subcontract" as used herein means any agreement, including purchase orders (other than one involving an employer-employee relationship) entered into by Contractor calling for equipment, supplies or services required for Contract performance, including any modifications thereto.

1.5 The term "job order contracting" means maintenance, repair, alteration, renovation, remediation or minor construction of a facility when the work is of a recurring nature but the delivery times, type, and quantities of the work required are indefinite.

1.6 The term "Job Order" means a specific written agreement between the Owner and the Contractor for Work to be performed under this Contract, in the form of Attachment A hereto.

1.7 The term "Unit Price Guide" means the unit price book specified by HCDE/Choice Partners in the procurement of Choice Partners Contract # 17/020CG-15.

1.8 The term "Coefficient Multiplier" means the numerical factor required to be applied pursuant to Contractor's award under Choice Partners Contract # 17/020CG-15 which is applied to the Unit Price Guide unit prices to cover all of Contractor's costs in performing the Work of a Job Order.

1.9 The term "Non-Pre-priced items" means the necessary, but incidental, parts of a Job Order that are not susceptible to unit pricing using the pre-priced tasks in the Unit Price Guide.

1.10 The term "Work" means the doing of all things described in, reasonably related to, and necessary, proper, or incidental to the work and services required by this Contract and/or a Job Order, whether in whole or in part, and includes all labor, materials, tools, resources, supplies, equipment, permits, insurance, transportation, supervision, management, operations, and performance of all tasks provided or to be provided by Contractor to fulfill Contractor's obligations under this Contract, including any specific project requirements defined and further described in any Job Order.

1.11 The term "pre-priced item" means pre-described and pre-priced tasks based on a unit price guide and coefficient multiplier.

## II. TERM OF AGREEMENT

2.1 **Term:** The initial term of this Contract is one (1) years and shall be effective October 11, 2019 (date) August 31, 2020 (date). Owner may exercise renewal options for up to four additional one-year terms, in Owner's sole discretion, provided that Contractor is still an eligible vendor under the Choice Partners purchasing cooperative. Job Orders may be issued at any time during the term of this Contract. This Contract will remain in full force and effect during the performance of any Job Order issued by Owner.

2.2 **Completion of Work in Progress:** Owner has the option to extend the term of this Contract, or any renewal period, as necessary for Contractor to complete work on any Job Order approved by Owner prior to the expiration of the Contract.

## III. AUTHORIZED CONTRACT SUM

3.1 **Contract Sum:** The maximum aggregate contract expenditures for the initial one (1) year term is \$66,574.74. The cost of each specifically authorized Job Order will be established in a "Job Order" issued by Owner and executed by Owner and Contractor. Established cost amounts shall not be increased except by written change order to a previously issued Job Order executed by Owner and Contractor. As required by Texas Government Code Section 2269.403, the Owner's Board of Trustees must approve any Job Order that exceeds \$500,000. The Owner's Board of Trustees may be required to authorize Job Orders for lesser amounts as required by local Board policy.

3.2 **No Minimum Amount of Work:** It is expressly understood that Owner is under no obligation to request any services from Contractor and no minimum amount of work is required under this Contract. All service requests will be made by Owner on an as-needed basis, subject to future agreement on the scope of the work and its cost(s), detailed in a specific Job Order.

## IV. SPECIFICATIONS AND DRAWINGS

4.1 **Retention of Drawings:** Contractor shall keep on the Work site a copy of any drawings and/or

specifications for a Job Order and shall at all times give Owner access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of differences between drawings and specifications, the drawings shall govern. In case of discrepancy, either in the figures, drawings, or the specifications, the matter shall be promptly submitted to Owner, who shall promptly make a determination in writing regarding such discrepancy. Any adjustment by Contractor without such prior written determination shall be at Contractor's own risk and expense and without any liability to Owner for any adjustment made by Contractor. Owner shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

**4.2 Shop Drawings:** Shop drawings means drawings submitted to Owner by Contractor showing in detail:

- a. the proposed fabrication and assembly of structural elements;
- b. the installation (i.e., form, fit and attachment details) of materials or equipment; and
- c. the construction and detailing of elements of the Work.

Shop drawings include sketches, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by Contractor to explain specific portions of the Work. Owner may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under the Contract.

**4.3** Contractor shall coordinate all shop drawings, and review them for accuracy, completeness, and compliance with Contract and Job Order requirements and shall indicate its approval thereon as evidence of such coordination and review. Owner will indicate its approval or disapproval of the shop drawings in writing and if not approved as submitted shall indicate Owner's reasons therefore. Any work done before such prior written approval by Owner shall be at Contractor's own risk and without any liability whatsoever to Owner.

**4.3** Contractor shall submit to Owner for approval in writing an appropriate number of copies of all shop drawings. Sets of all shop drawings will be retained by Owner and one set will be returned to Contractor.

**4.4 "As-built" Drawings and Shop Manuals:** Contractor is required to submit two complete sets of "as-built" drawings to Contractor within 30 days after project acceptance. "As builds" shall be submitted on paper as well as electronically. Contractor must also submit three copies of shop manuals at that time if equipment has been installed as part of the Job Order.

**4.5** Omissions from the drawings or specifications or the incorrect description of details of work which are manifestly necessary to carry out the intent of the drawings and specifications shall not relieve Contractor from performing such omitted or incorrectly described details of the Work.

**4.6** Contractor shall check all of Owner's furnished drawings immediately upon receipt and shall promptly notify Owner of any discrepancies. Figures marked on drawings shall be followed in preference to scale measurements. Large scale drawings shall govern small scale drawings. Contractor shall compare all drawings and verify the figures before laying out the Work and will be responsible for any errors which might have been avoided thereby.

## **V. USE OF SPECIFICATIONS, DRAWINGS AND NOTES**

**5.1** All drawings (to include as-built drawings), sketches, designs, design data, specifications, note books, technical and scientific data provided to Contractor or developed by Contractor pursuant to the

Contract and all photographs, negatives, reports, findings, recommendations, data and memoranda of every description relating thereto, as well as all copies of the foregoing relating to the Work or any part thereof, shall be the property of Owner and may be used by Owner without any claim by Contractor for additional compensation, unless such material developed by Contractor does not result in an issued Job Order. In such cases, Contractor will receive reasonable reimbursement for the development of such materials before Owner uses them in any manner whatsoever. If Owner chooses not to use such materials and no Job Order was issued, Contractor shall not be entitled to any compensation by Owner for any expenses incurred by Contractor for the preparation or development of any of said materials, which includes any and all general overhead costs for preparation of the materials.

## **VI. MATERIAL AND WORKMANSHIP**

6.1 All equipment, material, and articles incorporated in the Work covered by this Contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in the Job Order. References in the Job Order and/or its specifications to equipment, material, article, or patented process by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition.

6.2 Contractor shall obtain Owner's prior written approval of the machinery and mechanical and other equipment to be incorporated into the Work. When requesting approval, Contractor shall furnish to Owner in writing the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by the Contract or by Owner, Contractor shall also obtain Owner's written approval of the material or articles which Contractor contemplates incorporating into the Work. When requesting approval, Job Order Contractor shall provide full information concerning the material or articles. Machinery, equipment, material and articles that do not have the required prior approval by Owner shall be installed or used at the Contractor's risk of subsequent rejection and Owner shall not be liable for any costs incurred by Contractor for said Machinery, equipment, material, articles.

## **VII. CONTRACTOR'S GENERAL RESPONSIBILITIES**

7.1 **In General:** Contractor agrees to provide general and specific job order contracting services on a per-project basis as requested by Owner in accordance with the terms of this Contract. Contractor shall furnish all of the materials and perform all of the Work described in a Job Order. Contractor shall do everything required by this Contract, the Job Order and any other requirements incorporated into this agreement or a specific Job Order by reference.

7.2 **Project Manager:** Contractor shall manage and provide all labor and material necessary and reasonably inferable for the complete performance of the Work on any project and/or Job Order authorized pursuant to this Contract.

7.3 **Standard of Care:** Contractor agrees to use commercially reasonable best efforts, skill, judgment, and abilities to perform the Work detailed in the Job Order in an expeditious and timely manner. Contractor shall at all times provide a sufficient number of qualified, skilled personnel, who shall be supervised by Contractor, to accomplish the Work within the time limits set forth in the Job Order. Contractor shall also be responsible for all damages to persons or property that occur as a result of Contractor's fault or negligence, and shall take proper safety and health precautions to protect the Work, the workers, the public, and the property of others. All Work under the Contract shall be performed in a skillful and workmanlike manner. Contractor and all subcontractors shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Contract and all Work detailed in a Job Order. Unless otherwise specified in a Job Order, Contractor shall be responsible for any required testing of materials prior to incorporation into the Work.

7.4 **Compliance with Laws:** Contractor shall comply with all applicable federal, state, and local laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction over the project detailed in the Job Order. Contractor shall comply with all state and local building code



requirements unless otherwise specifically detailed in the Job Order. Contractor is required to adhere to all applicable local, state, and national design codes and requirements as well as Owner's construction design standards.

**7.5 Existing Conditions:** Contractor shall use commercially reasonable best efforts to verify the accuracy and suitability of any drawings, plans, sketches, instructions, information, requirements, procedures, requests for action, and other data supplied to Contractor by Owner, or any other party, that Contractor uses for the Job Order.

**7.6 Correction of Work:** Contractor shall promptly correct any known or discovered error, omission, or other defect in the Work without any additional cost or expense to Owner.

**7.7 Phasing:** Contractor shall not proceed beyond any previously authorized phase of the Work for a project unless authorized by Owner in writing, except at the Contractor's own financial risk. Applicable phases of the scope of work shall be identified in the Job Order Proposal.

**7.8 Representative:** Contractor shall designate a representative primarily responsible for the Work under this Contract and a specific Job Order. The designated representative shall act on behalf of Contractor with respect to all phases of the Work and shall be available as required for the benefit of any Job Order and Owner. The designated representative shall not be changed without prior written approval of Owner, which approval shall not be unreasonably withheld.

**7.9 Documentation:** Contractor shall fully document its project activities, in drawings, reports or other methods as appropriate to the scope of work and as identified in the Job Order Proposal and/or Job Order. Unless otherwise stated in the Job Order or provided by Owner, Contractor shall bear the cost of providing all plans, specifications and other documents used by Contractor and its consultants. **Owner will reimburse Contractor for the actual, documented costs of construction permits required for the performance of the Work as specified in the Job Order.** Unless otherwise stated in the Job Order, Contractor shall secure and pay for all governmental fees, licenses, and inspections necessary for the proper execution and completion of the Work.

**7.10** Contractor shall be responsible for compliance with all safety rules and regulations of the Federal Occupational Safety and Health Act of 1970 (OSHA), all applicable state and local laws, ordinances, and regulations during the performance of the Work. Contractor shall indemnify Owner for fines, penalties, and corrective measures that result from the acts of commission or omission of Contractor, its subcontractors, if any, agents, employees, and assigns and its failure to comply with such safety rules and regulations.

## **VIII. JOB ORDER PROCEDURES**

### **8.1 Job Order Procedures**

- a. At Owner's discretion, Owner will submit a Job Order Proposal Request to Contractor for the individual project(s). This request will include, at a minimum, the following: project number, project title, name of Owner's project manager, Owner's customer point of contact, location, the project architect and/or engineer, if any, and a general description of the project. If a Job Order requires architectural or engineering services that constitute the practice of architecture or engineering within the meanings of the Texas Occupations Code, Owner shall select or designate an architect or engineer to prepare the construction documents for the project.
- b. Upon receipt of the Job Order Proposal Request, Contractor shall promptly schedule a site visit with the Owner's project manager. The site visit will be conducted at a mutually agreed upon time, normally not later than three (3) business days from the time of notification.
- c. During the site visit, the following will be accomplished:
  1. Pre-construction site inspection

2. Review and validate the description of work
  3. Develop draft detailed statement of work
  4. Mark-up existing drawings to show required work (when existing drawings are readily available)
  5. Discuss project with end-user customer, ensure proposed work meets their objectives
  6. Establish Contractor's due date for the Job Order Proposal
- d. Contractor will keep adequate notes of the site visit, including a before picture, in color, of the conditions, and provide a copy to Owner following completion of the site visit.
- e. Contractor shall submit Contractor's Job Order Proposal within three (3) business days of receipt of Owner's Job Order Proposal Request. Contractor's Job Order Proposal shall include the following:
- i. A narrative description of Contractor's understanding of the project's scope of work;
  - ii. A description of particular phases of the scope of the work;
  - iii. A cost proposal detailing:
    1. the cost of the 'pre-priced' items as taken from the unit price guide (The cost proposal for each Job Order should be based substantially on the use of pre-priced items);
    2. the cost of any 'non-pre-priced' items (The proposed cost of all non-pre-priced items in the cost proposal shall include all of Contractor's cost items otherwise included in the coefficient multiplier used for pre-priced items. No coefficient multiplier shall be applied to non-pre-priced items;
    3. any other costs that the Contractor intends to charge to the project (Note that other costs include extraordinary costs that are unique to a specific project and not generally or reasonably included in the coefficient multiplier; other costs may be added only if authorized or confirmed in writing by Owner. Other costs may be calculated as a lump sum for the Job Order or on a "not to exceed" basis.);
    4. a statement that all Contractor fees, overhead expenses and general conditions are included in the cost proposal; and
    5. a lump sum figure for performing the Work, if appropriate;
  - iv. A description of all plans, specifications and other documents, including construction permits, to be used by Contractor in the performance of the Work;
  - v. A proposed time schedule showing the sequence in which Contractor proposes to perform the Work and dates on which Contractor proposes to complete each phase of the scope of the work, including a proposed date to commence the Work and a proposed completion date of the Job Order.
  - vi. If required by Owner, Contractor must submit a schedule chart, which may be a formal computerized schedule or a progress chart in a bar chart format of suitable scale to indicate appropriately the percentage of Work scheduled for completion by any given date during the period. The schedule chart, if required, must contain:
    - a. A list of the different types of work activities or work elements.
    - b. Show the logical dependencies (ties) to indicate what Work must be accomplished before other Work can begin.
    - c. Include proposed start and completion dates or time frames for each work activity or work element.
    - d. Calculate the "weighting" or relative worth each work activity or work element is of the total project either as a percentage or dollar amount.
    - e. Proposed traffic control methods providing all necessary traffic control, such as street blockages, traffic cones, flagmen, etc.
  - vii. Contractor's designated representative primarily responsible for the Work;
  - viii. A list of all subcontractors who Contractor proposes to use in the performance of the Work;
  - ix. Any qualifications or conditions applicable to the Job Order Proposal; and

- f. After Contractor's submission of its Job Order Proposal, Owner will review the Job Order Proposal and either proceed to issuance of a Job Order or schedule a time to review the Job Order Proposal with Contractor and negotiate any changes, clarifications or modifications.
- g. Following the review of Contractor's Job Order Proposal, Owner shall issue Job Order in writing, in a form materially consistent with Attachment A hereto, incorporating any changes, clarifications or modifications to Contractor's Job Order Proposal made in the review process, and attaching the final Job Order Proposal as an exhibit.
- h. Once issued, the Job Order is a not to exceed contract amount for the Job Order. No line item will be added to a Job Order because a line item was excluded by Contractor in Contractor's Job Order Proposal or draft or final Job Order; however, the Owner shall have no obligation to pay for goods or services contained in the Job Order Proposal that are not provided.
- i. **Notice to Proceed:** If a Commence Date is not stated in the specific Job Order, Owner shall issue a written Notice to Proceed. The Notice to Proceed authorizes the Contractor to begin the Work identified in the Job Order on the date fixed in the Notice to Proceed. Upon the Commencement Date specified in the Job Order or Notice to Proceed, Contractor is fully responsible for the scheduling, quality control, safety, and all other aspects of the management of the project detailed in the Job Order. Owner may make periodic inspections of the job site to ensure compliance; however, quality control is ultimately the Contractor's responsibility.
- j. **Quality Assurance/Quality Control Plan:** If requested by the Owner for a particular Job Order, Contractor shall submit, for Owner approval, a Quality Assurance/Quality Control Plan. This plan should address all aspects of quality control including responsibility for surveillance of work, documentation, trend analysis, corrective action and interface with the Owner's inspectors.
- k. **Weekly Reports:** Contractor is required to submit weekly progress reports on each active Job Order electronically or in paper form to Owner at the end of each work week, which shall include a current schedule.
- l. **Schedule:** Time is of the essence in rendering the services hereunder. The Job Order shall include a time schedule for each phase of the Work for the Job Order, and Contractor agrees to perform all obligations and render services in accordance with the schedule(s) established in the Job Order. In emergency or non-standard situations, Owner may require Contractor to complete a Job Order on an expedited basis. All Job Orders are to be completed within the timelines agreed to by Owner and Contractor as detailed in the Job Order. If Contractor falls behind the schedule detailed in the Job Order, Contractor shall take steps necessary to improve its progress, including those that may be reasonably required by Owner. Without additional cost to Owner, Owner may require Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant or equipment, and to submit for approval any supplementary schedule or schedules in chart form as Owner deems necessary to demonstrate how the approved rate of progress will be regained.
- m. **Emergency Work:** Contractor will give top priority to any emergency work Owner may have and will allocate all resources necessary to accomplish such work in accordance with Owner's schedule requirements.

## IX. OWNER'S RESPONSIBILITIES

9.1 **Representative:** Owner designates the Executive Director of Facilities or his/her designee as its representative authorized to act in Owner's behalf with respect to the Job Order(s). Contractor shall

coordinate its work solely through the designated representative.

**9.2 Special Information:** Unless otherwise detailed herein or in the Job Order, Owner shall furnish available any relevant property, boundary, easement, right-of-way, topographic and utility surveys; plans and specifications; and other special data and conditions relevant to the project. Owner makes no warranties or representations as to the accuracy or suitability of information provided to Contractor by Owner or by others.

**9.3 Entry on Land:** Owner shall assist Contractor in gaining entry to Owner's property as necessary for Contractor to perform its services under this Contract.

**9.4 Review of Work:** Owner will review the Work in progress as appropriate. At the completion of the Job Order, Owner (or Owner's Architect/Engineer, if any) shall do a walk through to ensure that the Work is completed in accordance with the Job Order. Owner will notify Contractor in writing of any material error or omission or other defect in the Work or any conflict in the contract documents that Owner becomes aware of, but Owner shall have no obligation or duty to investigate whether such faults, defects, or conflicts exist.

**9.6 Time for Response:** Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of Contractor's services and of the Work.

#### **X. SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK**

**10.1** Contractor's acceptance of a Job Order entered into pursuant to this Contract shall constitute Contractor's acknowledgement that Contractor has taken steps reasonably necessary to ascertain the nature and location of the Work for the specific Job Order, and that Contractor has investigated and satisfied itself as to the general and local conditions which can affect the Work or its cost, including but not limited to:

- a. Conditions bearing upon transportation, disposal, handling, and storage of materials;
- b. The availability of labor, water, electric power, and roads;
- c. Uncertainties of weather, river stages, tides, or similar physical conditions at the site;
- d. The conformation and conditions of the ground; and
- e. The character of equipment and facilities needed preliminary to and during work performance.

**10.2** Contractor's acceptance of a Job Order entered into pursuant to this Contract shall constitute Contractor's acknowledgement that Contractor has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by Owner, as well as from the drawings and specifications made a part of this Contract.

**10.3 Owner Furnished Utilities:** Owner shall provide, at no cost to Contractor, wet and dry utilities and toilet facilities that are existing and available at each site for Work performed under the Job Order. If utilities and/or toilet facilities are not existing and available, the costs for such shall be included in the Job Order Proposal. It is the responsibility of Contractor to determine the extent to which existing Owner utilities are adequate for the needs of the Job Order.

**10.4 Asbestos Certification Statement:** If required by Owner, Contractor shall provide a certification statement for each Job Order, stating that no asbestos-containing materials or work is included within the scope of the Job Order. If required by Owner, Contractor shall provide, at completion of the Job Order, a notarized affidavit to Owner stating that no asbestos-containing materials or work was provided, installed, furnished or added to the project.

**10.5** If required, Owner shall provide a survey in accordance with the Texas Asbestos Health

Protection Rules prior to the commencement date of the Job Order. Contractor shall take whatever measures he deems necessary to insure that all employees, suppliers, fabricators, material men, subcontractors, or their assigns, comply with this requirement. All materials used on a Job Order shall be certified as non-Asbestos Containing Building Materials (ACBM). Contractor shall insure compliance with the following acts from Contractor and all of Contractor's subcontractors and assigns:

- a. Asbestos Hazard Emergency Response Act (AHERA—40 CFR 763-99 (7));
- b. National Emission Standards for Hazardous Air Pollutants (NESHAP—EPA 40 CFR 61, National Emission Standard for Asbestos;
- c. Texas Asbestos Health Protection Rules (TAHRP—Tex. Admin. Code Title 25, Part 1, Ch. 295C, Asbestos Health Protection

Every subcontractor shall provide a notarized statement that no ACBM has been used, provided, or left on a Job Order. Contractor shall provide, in hard copy and electronic form, all necessary material safety data sheets (MSDS) of all products used in the Job Order to the Texas Department of Health licensed inspector or Owner's architect or engineer, if any, who will compile the information from the MSDS and, finding no asbestos in any of the product, make a certification statement.

**10.6 Differing Site Conditions:** Contractor shall promptly, and before the conditions are disturbed, give a written notice to Owner of:

- a. Subsurface or latent physical conditions at the site which differ materially from those indicated in the Contract, or
- b. Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

**10.7 Investigation by Owner:** Owner shall investigate the site conditions promptly after receiving the notice. If the conditions do materially differ and cause an increase or decrease in Contractor's cost or the time required for performing any part of the Work, an equitable adjustment shall be made and the Job Order modified in writing accordingly.

**10.8 Equitable Adjustment:** No request by Contractor for an equitable adjustment to the Job Order under this Article shall be allowed unless Contractor has given the written notice required. No request by Contractor for an equitable adjustment to the Job Order for differing site conditions shall be allowed if made after final payment under such Job Order.

## **XI. INSPECTION OF CONSTRUCTION AND OWNER'S ACCEPTANCE OF WORK**

**11.1 Contractor Inspection System:** Contractor shall maintain an adequate inspection system and perform such inspections as well as ensure that the Work called for conforms to the Job Order. Contractor shall maintain complete inspection records and make them available to Owner. All work is subject to inspection and testing by Owner at all places and at all reasonable times before final acceptance of the Work to ensure strict compliance with the terms of the Contract and the Job Order.

**11.2 Owner's Satisfaction:** All Work performed under this Contract shall be completed to the satisfaction of Owner's representative assigned to the Job Order. Owner's representative shall decide all questions regarding Contractor's performance under the Contract and Job Order, and such decisions shall be final and conclusive.

**11.3 Non-Conformance:** Contractor shall, without charge, replace or correct Work found by Owner not to conform to a Job Order's requirements, unless Owner consents, in writing, to accept the Work with an appropriate adjustment in contract price. Contractor shall promptly segregate and remove rejected material from the premises, if required by Owner.

- 11.4 **Failure to Conform:** If Contractor does not promptly replace or correct rejected Work, Owner may:
- a. By contract or otherwise, replace or correct the Work and charge the cost to Contractor, and/or
  - b. Terminate the Contractor for default upon seven (7) days written notice.
- 11.5 **Liability:** Owner's approval or acceptance of Contractor's Work shall not release Contractor from any liability for any defects in the Work.
- 11.6 Owner inspections and tests, if any, are for the sole benefit of Owner and do not:
- a. Relieve Contractor of responsibility for providing adequate quality control measures;
  - b. Relieve Contractor of responsibility for damage to or loss of the material before acceptance;
  - c. Constitute or imply acceptance; or
  - d. Affect the continuing rights of Owner after acceptance of the complete work.
- 11.7 The presence or absence of an inspector does not relieve Contractor from any Contract or Job Order requirement, nor is the inspector authorized to change any term or condition of the Job Order without Owner's written authorization.
- 11.8 Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by Owner. Owner may charge to Contractor any additional cost of inspection or test when Work is not ready at the time specified by Contractor for inspection or test, or when prior rejection makes re-inspection or retest necessary. Owner shall perform all inspections and tests in a manner that will not unnecessarily delay the Work. Special, full size and performance tests shall be performed as described in the Job Order.
- 11.9 If, before acceptance of the entire Work, Owner decides to examine already-completed Work by removing it or tearing it out, Contractor, on request, shall promptly furnish all necessary facilities, labor, and material for this task. If the Work is found to be defective or nonconforming in any material respect due to the fault of Contractor or its Subcontractors, Contractor shall bear the expenses of the examination and of satisfactory reconstruction. However, if the Work is found to meet requirements, Owner shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the Work was thereby delayed, an extension of the period of time for performance.
- 11.10 **Substantial Completion** means the date on which the Work, or an agreed-upon portion of the Work, is sufficiently complete so that Owner can occupy and use the Work or a portion thereof for its intended purposes. Unless otherwise specified in the Job Order, Owner shall accept, as promptly as practicable after completion and inspection, all Work required by the Job Order or that portion of the Work Owner determines can be accepted separately. Acceptance shall be final and conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or Owner's rights under any warranty or guarantee.
- 11.11 **Use and Possession Prior to Completion:** Owner shall have the right to take possession of or use any completed or partially completed part of the Work. Before taking possession of or using any work, Owner shall furnish Contractor a list of items of work remaining to be performed or corrected on those portions of the Work that Owner intends to take possession of or use. However, failure of Owner to list any item of work shall not relieve Contractor of responsibility for complying with the terms of this Contract or the Job Order. Owner possession or use shall not be deemed an acceptance of any work under this Contract. While Owner has such possession or use, Contractor shall be relieved of the responsibility for the loss of or damage to the Work resulting from Owner's possession or use. If prior possession or use by Owner delays the progress of the Work or causes additional expense to Contractor,

and such expenses or delays are adequately documented and substantiated by Contractor, an equitable adjustment shall be made in the Job Order price and/or the period of performance, and the Job Order shall be modified in writing accordingly.

**11.12 Close-Out Documentation:** Contractor shall provide the following as part of the close-out documentation:

- a. An electronic file of all documentation specific to every job order project shall be submitted with close-out documents.
- b. All forms below must be included with the final payment documentation of the project, as applicable:
  - 1) Owner's Manual(s)
  - 2) MSDS
  - 3) Submittals (Ex: Paint colors, carpet, equipment, supplies, and etc.)
  - 4) Warranties
  - 5) Conditional Lien Release
  - 6) Copies of all applicable permits, licenses, and/or other regulatory documents.
- c. Contractor shall be required to submit any / all additional documentation that is related to any project upon request by the Director of Maintenance.

## **XII. PROTECTION OF EXISTING VEGETATION, STRUCTURES, UTILITIES AND IMPROVEMENTS; TRAFFIC CONTROL**

**12.1 Preservation:** Contractor shall preserve and protect all structures, equipment and vegetation (such as trees, shrubs, and grass) on or adjacent to the Job Order site, which is not to be removed and which does not unreasonably interfere with the Work required under the Job Order. Contractor shall only remove trees when specifically authorized by Owner to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance by the operation of equipment, or by workmen, Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree pruning compound as directed by Owner.

**12.2 Existing Improvements:** Contractor shall protect from damage all existing improvements and utilities at or near the Job Order site and on adjacent property of third parties, the locations of which are made known to or should be known by Contractor. Contractor shall repair any damage to those facilities, including those that are the property of third parties, resulting from failure to comply with the requirements of this Contract or the Job Order or failure to exercise reasonable care in performing the Work. If Contractor fails or refuses to repair the damage promptly, Owner may have the necessary repair work performed and charge the cost to Contractor.

**12.3 Traffic Control:** Contractor shall be responsible for providing all necessary traffic control, such as street blockages, traffic cones, flagmen, etc., as required for each Job Order. Proposed traffic control methods and costs shall be submitted to Owner for approval in Contractor's Job Order Proposal.

## **XIII. CLEANING UP AND REFUSE DISPOSAL**

**13.1** Contractor shall at all times keep the Job Order site, including storage areas, free from accumulations of waste materials. Before completing the Work, Contractor shall remove from the premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of Owner. Upon completing the Work, Contractor shall leave the site in a clean and orderly condition satisfactory to Owner. Contractor shall be responsible and liable for all construction refuse disposal containers and their removal from the site. Disposal of any hazardous materials not addressed and priced in the Job Order will be segregated for disposal by Owner unless Owner requires Contractor to dispose of the materials, in which case, an equitable adjustment in the price will be negotiated and agreed upon. Contractor shall not use Owner's trash containers for any reason.

#### XIV. WARRANTY OF CONSTRUCTION

14.1 **Warranty:** In addition to any other warranties specified in any Job Orders, Contractor warrants, for the maximum period allowed by law, and except as otherwise specifically provided herein, that Work performed conforms to the Job Order and is free of any defect in equipment, material or design furnished, or workmanship performed by Contractor or any of its subcontractors or suppliers at any tier. The Contractor shall be obligated to repair or replace any defective or non-conforming Work for a period of one (1) year from the date of final acceptance of the Work. If Owner takes possession of any part of the Work before final acceptance, this one (1) year correction period shall continue for a period of one (1) year from the date possession is taken.

14.2 **Non-Conformance:** Contractor shall remedy, at Contractor's sole expense, any failure of the Work to conform to the Job Order, or any construction defect occurring during the warranty period. In addition, the Contractor shall remedy, at Contractor's expense, any damage to Owner's real or personal property, when that damage is the result of:

- a. Contractor's failure to conform to requirements in this Contract or the Job Order; or
- b. Any defect of equipment, material, workmanship, or design furnished by the Contractor.

If Contractor, after notice, fails to proceed promptly and remedy the problem within thirty (30) calendar days or within another period of time which has been agreed to in writing, in compliance with the terms of the warranty, Owner may have the defects corrected and the Contractor and its surety shall be liable for all expenses incurred.

14.3 **Restoration:** Contractor shall restore any work damaged in fulfilling the terms and conditions of this Section. Contractor's warranty with respect to work repaired or replaced will run for one (1) year from the date of repair or replacement. Owner shall notify Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. If Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, Owner shall have the right to replace, repair, or otherwise remedy the failure, defect or damage at Contractor's expense, and Contractor shall be liable to owner for any damages sustained by Owner as a result of the failure, defect, or damage.

14.4 **Third-Party Warranties:** With respect to all warranties, expressed or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished for Job Orders issued under this Contract, Contractor shall:

- a. Obtain all warranties required by the Job Order;
- b. Require all warranties to be executed, in writing, for the benefit of Owner; and
- c. Enforce all warranties for the benefit of Owner;

14.5 **Warranty Expiration:** In the event Contractor's warranty under paragraph 14.1 of this Article has expired, Owner may bring suit to enforce a subcontractor's, manufacturers, or supplier's warranty.

14.6 **Owner Liability:** Unless a defect is caused by the negligence or intentional act or failure to act of Contractor or subcontractor or supplier at any tier, Contractor shall not be liable for the repair of any defects of material or design furnished by Owner or for the repair of any damage which results from any defect in Owner-furnished material or design. Contractor is not responsible for and does not warranty pre-existing work or facilities that may be assigned to Contractor except as stated in the Job Order.

14.7 This warranty shall not limit Owner's rights under this Contract and/or applicable law with respect to latent defects, gross mistakes, breach of contract or fraud.

#### XV. PAYMENT

15.1 **Compensation:** Costs for equipment, material, and labor shall be in accordance with the Contract. Owner shall pay Contractor for Work performed on Job Orders authorized by Owner in writing,



subject to allowable additions and deductions. Owner shall pay all unpaid and undisputed amounts due Contractor under this Contract within thirty (30) days of receipt of invoice. If payment is later than forty-five (45) days, interest will be set no higher than six percent (6%) per annum. If Work or any portion thereof has not met the satisfactory approval of Owner's Representative, current and future payments shall not be made until both parties agree that the Work or the portion thereof has been completed in a satisfactory manner or the Work is acceptable. Notwithstanding any provision herein to the contrary, no payment of amounts owed hereunder shall be considered past due or not paid when due except in accordance with Section 2251.021 of the Texas Government Code.

**15.2 Progress Payments:** If required by the Job Order, Owner shall make progress payments monthly as the Work proceeds, or at more frequent intervals as determined by Owner, on estimates of Work completed submitted by Contractor and approved in writing by Owner. Contractor shall use an acceptable invoice form and shall include supporting documents to reflect a written breakdown of the total price showing the amount included therein for each principal category of the Work, in such detail as requested, to provide a basis for determining progress payments. In the estimation of Work completed, Owner will authorize payment for material delivered on the site and preparatory work done if Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform the Work.

**15.3 Application for Payment:** With each Application for Payment, Contractor must attach/detail the following information:

- (1) Defective Work not remedied.
- (2) Legal claims filed against Contractor or reasonable evidence indicating probable filing of claims;
- (3) Failure of Contractor to make payments properly to any subcontractor or supplier for material or labor;
- (4) A reasonable doubt that the Job Order can be completed for the unpaid Job Order balance; and
- (5) Damage to another contractor.

**15.4 Payment Retention:** In the processing of progress payments, Owner shall retain five percent (5%) of the estimated amount until final completion and acceptance of all Work performed under the Job Order. Retention applicable to each Job Order shall be released within thirty (30) days after final completion of the Job Order and acceptance of the Work under the Job Order.

**15.5 Liquidated Damages:** Contractor is expected to complete each Job Order on a timely basis. Liquidated damages may be assessed at Owner's option for Contractor's failure to timely complete each Job Order and/or phase of the scope of work detailed in a Job Order. Owner may withhold as liquidated damages, or require Contractor to pay a "per day" amount, to be set forth in the Job Order, as liquidated damages for any Work not completed by the completion day set forth in the Job Order. These liquidated damages are not a penalty but are compensation to Owner for additional expenses incurred and inconvenience caused by Contractor's failure to allow Owner to receive the premises at the designated time of completion.

**15.6 Right of Setoff:** In addition to all other rights and remedies that Owner may have, Owner shall have the right to setoff, against any and all amounts due to Contractor by Owner, whether due under this Contract or any other agreement between Owner (including any division of Owner) and Contractor, any sums for which Owner is entitled to under this Contract, as determined by Owner in its sole discretion, including, without limitation, sums due by Contractor to Owner as a result of indemnification obligations, warranty claims, and/or HCDE/Choice Partners Administrative Fee(s), as applicable.

## **XVI. TERMINATION FOR CONVENIENCE OF OWNER**

**16.1 Termination:** Owner may, with or without cause, terminate performance of the Work under this Contract or any Job Order in whole or, from time to time, in part, if Owner determines that termination is

in Owner's interest. Owner shall effect such termination by delivering to Contractor a Notice of Termination specifying the extent of termination and the effective date.

16.2 After receipt of a Notice of Termination, and except as directed by Owner, Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this Article:

- a. Stop work as specified in the notice;
- b. Place no further subcontracts or orders (referred to as subcontracts in this Article) for materials, services or facilities, except as necessary to complete any Work not terminated;
- c. Assign to Owner, as directed by Owner, all right, title, and interest of Contractor under the subcontracts to the extent they relate to the Work terminated, in which case Owner shall have the right to settle or to pay any termination settlement proposal arising out of those terminations, or with approval or ratification to the extent required by Owner, Contractor shall settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, the approval or ratification of which will be final for purposes of this Section;
- d. As directed by Owner, transfer title and deliver to Owner:
  - i. The fabricated or un-fabricated parts, Work in process, completed Work, supplies, and other material produced or acquired for the Work terminated, and
  - ii. The completed or partially completed plans, drawings, information, and other property that, if the Contract and/or Job Order had been completed, would be required to be furnished to Owner;
- e. Complete performance of the Work not terminated;
- f. Take any action that may be necessary, or that Owner may direct, for the protection and preservation of the property related to this Contract and/or the Job Order that is in the possession of Contractor and in which Owner has or may acquire an interest;
- g. Use its best efforts to sell, as directed or authorized by Owner, any property of the types referred to in paragraph 16.2(c) above; provided, however, that Contractor is not required to extend credit to any purchaser and may acquire the property under the conditions prescribed by, and at prices approved by, Owner. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by Owner under the Contract and/or Job Order, credited to the price or cost of the Work, or paid in any other manner directed by Owner.

## **XVII. DEFAULT**

17.1 **Termination of Right to Proceed:** If Owner determines that Contractor is not prosecuting the Work with sufficient diligence to ensure completion within the time specified in the Job Order, or fails to complete the Work within this time, Owner may terminate the Contractor's right to proceed with the Work (or separable part of the Work), upon seven (7) calendar days' written notice to the Contractor. In this event, Owner may take over the Work and complete it by contract or otherwise and may take possession of and use any materials, appliances, and plant on the site necessary for completing the Work.

Contractor's right to proceed shall not be terminated under this Section, if:

- a. The delay in completing the Work arises from unforeseeable causes beyond the control and without the fault or negligence of Contractor. Examples of such causes include:

- i. acts of God or of the public enemy,
- ii. acts of Owner in its contractual capacity,
- iii. acts of another Contractor in the performance of a written Contract with Owner,
- iv. fires,
- v. floods,
- vi. epidemics,
- vii. quarantine restrictions,
- viii. strikes,
- ix. freight embargoes, or
- x. unusually severe weather

- b. Contractor, within seven (7) calendar days from the beginning of any such delay (unless extended by Owner), shall notify Owner in writing of the causes of delay. Owner shall ascertain the facts and the extent of delay. If, in the judgment of Owner, the findings of fact warrant such action, the time for completing the Work under the Job Order shall be extended.

If, after termination of Contractor's right to proceed, it is determined that Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of Owner. The rights and remedies of Owner in this Article are in addition to any other rights and remedies provided by law or under this Contract.

**17.2 Termination for Default:** In the event Contractor fails to carry out or comply with any of the terms and conditions of this Contract or any Job Order, Owner may notify Contractor of such failure or default in writing and demand that the failure or default be remedied within seven (7) calendar days; in the event Contractor fails to remedy such failure or default within seven (7) day period, Owner shall have the right to terminate this Contract and/or any Job Order. Without limiting the foregoing, the following shall constitute a material breach by Contractor, upon the occurrence of which Contractor shall immediately notify Owner: Contractor: (i) ceases its business operations; (ii) makes a general assignment for the benefit of creditors; (iii) is adjudged bankrupt; or (iv) becomes insolvent.

**17.3 Effect of Termination:** Termination of this Contract or any Job Order under any circumstances whatsoever shall not effect or relieve Contractor from any obligation or liability that may have been incurred or will be incurred, and such termination by Owner shall not limit any other right or remedy available to Owner at law or in equity.

## XVIII. CANCELLATION FOR CONFLICT OF INTEREST

**18.1** Pursuant to applicable law, Owner may cancel this Contract, without penalty or further obligation to Contractor, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Contract on behalf of the Owner was at any time while this Contract or extension of this Contract is in effect, an employee or agent of any other party to this Contract in any capacity or consultant to any other party of this Contract. A cancellation made pursuant to this provision shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.

## XIX. INSURANCE

**19.1** Contractor shall purchase and maintain in effect during the term of this Contract insurance of the types and with minimum limits of liability as stated below. Such insurance shall protect Contractor from claims which may arise out of or result from Contractor's operations whether such operations are

performed by Contractor or by any subcontractor or by anyone for whose acts any of them may be liable.

- a. WORKERS' COMPENSATION INSURANCE providing statutory benefits in accordance with the laws of the State of Texas or any federal statutes as may be applicable to the Work being performed under this Contract.
- b. EMPLOYER'S LIABILITY INSURANCE with limits of liability not less than:
  - \$1,000,000 Each Accident
  - \$1,000,000 Policy Limits
  - \$1,000,000 Each Employee
- c. COMMERCIAL GENERAL LIABILITY INSURANCE including products/Completed Operations and Contractual Liability with limits of liability not less than:
  - Occurrence / Personal Injury / Advertising /
  - \$1,000,000 CSL Products / Completed Operations
  - \$2,000,000 CSL Annual Aggregate
  - \$2,000,000 CSL Products Aggregate
  - \$1,000,000 CSL Fire, Lightning or Explosion
  - \$5,000 Per Person Medical Expense
- d. AUTOMOBILE LIABILITY INSURANCE covering all owned, hired and non- owned motor vehicles used in connection with the Work being performed under this Contract with limits of liability not less than:
  - \$1,000,000 Bodily Injury / Property Damage

19.2 Such insurance as is provided herein shall be primary and non-contributing with any other valid and collectible insurance available to Owner.

19.3 All policies providing Contractor's insurance as required in paragraph 19.1 above shall be endorsed to provide the following:

- a. Ninety (90) days written notice of cancellation or non-renewal given to Owner at the address designated in Section 23.
- b. Owner be named as Additional Insured on all policies except Workers Compensation (Prohibited by Law).
- c. Waiver of Subrogation added by endorsement on all policies.

19.4 The limits of liability as required above may be provided by a single policy of insurance or by a combination of primary, excess or umbrella policies. In no event, however, shall the total limits of liability available for any one occurrence or accident be less than the amount(s) required above.

19.5 Proof of compliance with these insurance requirements shall be furnished to Owner in the form of an original certificate of insurance signed by an authorized representative or agent of the insurance company(ies) within ten (10) days of execution of this Contract. Renewal or replacement certificates shall be furnished to Owner not less than twenty-one (21) days prior to the expiration or termination date of the applicable policy(ies). If Contractor fails to maintain the required amounts of insurance or allows the policies to lapse or expire during the term of the Contract, Owner may purchase said insurance and deduct the cost of obtaining the insurance from Contractor's contract sum.

19.6 Contractor shall require any and all subcontractors performing Work under this Contract to carry insurance of the types and with limits of liability as Contractor shall deem appropriate and

adequate for the Work being performed. Contractor shall obtain and make available for inspection by Owner upon request current certificates of insurance evidencing insurance coverage carried by such subcontractors.

19.7 Mail the original certificate of insurance to:

Harris County Department of Education  
Attn: Andrea Colbert  
6005 Westview Dr.  
Houston, Texas 77055

## **XX. CHANGES**

20.1 Owner may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the Work within the general scope of a Job Order, including changes:

- a. In the specifications (including drawings and designs);
- b. In Owner-furnished facilities, equipment, materials, services, or site; or
- c. Directing acceleration in the performance of the Work, or otherwise altering the schedule for performance of the Work.

20.2 Any other written order (which, as used in this paragraph, includes direction, instruction, interpretation, or determination) from Owner that causes a change shall be treated as a change order under this Article; provided, that Contractor gives Owner timely written notice stating the date, circumstances, and source of the order and that Contractor regards the order as a change order.

20.3 Except as provided in this Article, no order, statement, or conduct of Owner shall be treated as a change under this Article or entitle Contractor to an equitable adjustment hereunder.

20.4 Contractor must submit any proposal under this Article within thirty (30) calendar days after:

- a. Receipt of a written change order under Paragraph 20.1 above or;
- b. The furnishing of a written notice under Paragraph 20.2 above,

by submitting to Owner a written statement describing the general nature and amount of the proposal, unless this period is extended by Owner. The statement of proposal for adjustment may be included in the notice under Paragraph 20.2 above.

20.5 No proposal by Contractor for an equitable adjustment shall be allowed if asserted after final payment under the Job Order.

## **XXI. PAYMENT AND PERFORMANCE BONDS**

21.1 Payment Bond:

Contractor shall furnish a Payment Bond in the amount equal to one hundred percent (100%) of the contract amount if the Job Order is in excess of \$25,000.

21.2 Performance Bond:

Contractor shall furnish a Performance Bond in the amount equal to one hundred percent (100%) of the

Job Order amount if the Job Order is in excess of \$100,000.00. The bonds must be executed by a corporate surety authorized to do business in Texas and licensed in Texas to issue surety bonds, and must be executed by a surety company that is authorized and admitted to write surety bonds in Texas. If the amount of the bond exceeds \$100,000.00, the surety must:

- (a) Hold a certificate of authority from the U.S. Secretary of the Treasury to qualify as a surety on obligations permitted or required under federal law; or
- (b) Have obtained reinsurance for any liability in excess of \$100,000.00 from a reinsurer that is authorized and admitted as a reinsurer in Texas and is the holder of a certificate of authority from the U.S. Secretary of the Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law.

21.3 The Performance and/or Payment Bonds must be submitted to Owner before commencement of any work. The bonds must be made payable to Owner.

## **XXII. PREVAILING WAGE RATES**

22.1 Contractor shall comply with, and ensure each subcontractor complies with, all applicable laws regarding prevailing wage rates, including, but not limited to, Chapter 2258 of the Texas Government Code and any related federal requirements applicable to a Job Order. Contractor and all subcontractors shall comply with all state and federal laws including, but not limited to, laws of labor, minimum wage, safety, and equal employment opportunity. Contractor and all subcontractors must pay not less than the general prevailing wage rate plus any applicable fringe benefits. Contractor shall pay not less than the wage scale of the various classes of labor as detailed in the prevailing wage schedule detailed in Attachment B.

## **XXIII. MISCELLANEOUS PROVISIONS**

23.1 **Independent Contractor:** Contractor acknowledges that it is engaged as an independent contractor and that Owner shall have no responsibility to provide Contractor or its employees with transportation, insurance or other fringe benefits normally associated with employee status. Contractor is responsible for all income taxes required by applicable law. It is the intention of the parties that Contractor is independent of Owner and is not an employee, agent, joint venture, or partner of Owner. Contractor acknowledges that Owner has no responsibility for any conduct of any Contractor's employees, agents, representatives, contractors, or subcontractors.

23.2 **Confidentiality:** Contractor shall treat any information supplied by Owner or information pertaining to Owner as confidential and shall not disclose any such information to others except as necessary for the performance of this Contract or a Job Order or as authorized by Owner in writing or except when required by law.

23.3 **Successors and Assigns:** Owner and Contractor, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to the terms and conditions of this Contract. This Contract is a personal service contract for the services of Contractor, and Contractor's interest in this Contract, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party without written consent of Owner. The benefits and burdens of this Contract are, however, assignable by Owner.

23.4 **Loss of Funding:** Performance by Owner under this Contract may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Owner's Board of Trustees. If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then Owner shall issue written notice to Contractor and Owner may terminate this Contract without further duty or obligation hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of Owner. The parties agree that this Contract and any Job Order issued by Owner are commitments of Owner's current

revenue only. Every payment obligation of Owner under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Contract or any Job Order, this Contract or any Job Order may be terminated by Owner at the end of the period for which funds are available.

**23.5 Open Records:** Contractor acknowledges that Owner is subject to the Texas Public Information Act, and Contractor waives any claim against and releases from liability Owner, its officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Contract or otherwise created, assembled, maintained, or held by Contractor or Owner and determined by Owner, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act.

**23.6 Franchise Tax Certification:** A corporate or limited liability company Contractor certifies that it is not currently delinquent in the payment of any franchise taxes due under Chapter 171 of the Texas Tax Code, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable.

**23.7 Taxes:** Owner is tax exempt, and Contractor shall avail itself of all tax exemptions applicable to Contractor's work or expenses. Owner shall provide a tax exemption certificate to Contractor upon Contractor's request. Owner shall not be liable for any taxes resulting from this Contract, except where otherwise required by law.

**23.8 Captions:** The captions of paragraphs in this Contract are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

**23.9 Severability:** Should any provisions(s) of this Contract be held invalid or unenforceable in any respect, that provision shall not affect any other provisions, and this Contract shall be construed as if the invalid or unenforceable provision(s) had not been included.

**23.10 Waivers:** No delay or omission by either party in exercising any right or power provided under the provisions of this Contract shall impair any such right or power or be construed to be a waiver of the right or power. A written waiver granted by either of the parties of any provision of this Contract shall not be construed as a future waiver of that provision or a waiver of any other provision of the Contract.

**23.11 Force Majeure:** No party shall be liable or responsible to the other for any loss or damage or for any delays or failure to perform under this Contract due to causes beyond its reasonable control, including, but not limited to, acts of God, employee strikes, epidemics, war, riots, flood, fire, sabotage, terrorist acts or any other circumstances of like character.

**23.12 Governing Law and Venue:** This Contract shall be construed, interpreted and applied in accordance with the laws of the State of Texas without regard for choice of law principles. All obligations of the parties created hereunder are enforceable in Houston, Harris County, Texas, which shall be the exclusive venue for any dispute hereunder.

**23.13 Entire Contract:** This Contract, as defined herein, constitutes the sole and only agreement between the parties with respect to the services contracted for and supersedes any prior understandings, written or oral. No modification, alteration or waiver of this Contract or any of its provisions shall be effective unless in writing and signed by both parties. No course of prior dealings, no usage of trade, and no course of performance shall be used to modify, supplement or explain any terms used in this Contract.

**23.14 Financial Interest:** By signature hereon, Contractor certifies that no member of Owner's Board of Trustees has a financial interest, directly or indirectly, in the transaction that is the subject of this Contract.

**23.15 Authority to Act:** If Contractor is a corporation or a limited liability company, Contractor

warrants, represents, and agrees that (1) it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization; (2) it is duly authorized and in good standing to conduct business in the State of Texas; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract; and (4) the individual executing this Contract on behalf of Contractor has been duly authorized to act for and bind Contractor.

**23.16 Records:** Records of expenses pertaining to additional services, services performed on the basis of a Worker Wage Rate or Monthly Salary Rate, or reimbursable expense, if allowed, shall be kept on the basis of generally accepted accounting principles and in accordance with cost accounting standards promulgated by the Federal Office of Management and Budget Cost Accounting Standards Board and shall be available for audit by Owner or Owner's authorized representative on reasonable notice.

**23.17 Illegal Dumping:** Contractor shall ensure that it and all of its subcontractors prevent illegal dumping of litter in accordance with Title 5, Texas Health and Safety Code, Chapter 365.

**23.18 Interpretation:** Contractor agrees that the normal rules of construction that require that any ambiguities in the Contract are to be construed against the drafter shall not be employed in the interpretation of this Contract or any Job Order.

**23.19 Modification:** This Contract may only be modified by a written instrument executed by the parties to be incorporated into this Contract.

**23.20 Assignment:** Contractor may not assign this Contract or any of its rights, duties or obligations hereunder without the prior written approval of Owner. Any attempted assignment of this Contract by Contractor shall be null and void. Any Job Order made as a result of this Contract may not be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by Contractor without the prior written approval of Owner.

**23.21 Immunity:** Nothing in this Contract will be construed to waive, modify, or amend any legal defense available to Owner or any of Owner's past or present trustees, officers, agents, or employees, including, without limitation, governmental immunity from suit as provided by law.

**23.22 Terrorist Certification:** Contractor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

**23.23 Boycott Israel Certification:** If (a) Contractor is not a sole proprietorship; (b) Contractor has ten (10) or more full-time employees; and (c) this Contract has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2270 of the Texas Government Code, the Contractor hereby certifies and verifies that neither the Contractor, nor any affiliate, subsidiary, or parent company of the Contractor, if any (the "Contractor Companies"), boycotts Israel, and the Contractor agrees that the Contractor and Contractor Companies will not boycott Israel during the term of this Contract. For purposes of this Contract, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

#### XXIV. NOTICES

**24.1** All notices, consents, approvals, demands, requests or other binding communications under this Contract shall be in writing. Written notice may delivered in person to the designated representative of the Contractor or Owner; mailed by U. S. mail to the last known business address of the designated representative; or transmitted by fax machine to the last known business fax number of the designated



representative. Mail notices are deemed effective three business days after the date of mailing. Fax notices are deemed effective the next business day after faxing.

24.2 The initially designated representatives of the parties for receipt of notices are as follows. Either party may change their designated representative for receipt of notices by written notice.

24.2.1 If to OWNER:

Harris County Department of Education  
6300 Irvington Boulevard  
Houston, Texas 77022

24.2.2 With Copies to:

24.2.3 If to Contractor:

Tarkett USA Inc	(Company Name)
1735 Cleveland Hwy	(Address)
Dalton, GA 30721	(City, State, Zip Code)
Kelly Lynch	(Contact Person)
	(Fax)

#### XXV. OTHER CONTRACTS

25.1 Owner may undertake or award other contracts for additional work at or near the site of Work under this Contract or a Job Order. Contractor shall fully cooperate with the other contractors and with Owner's employees and shall carefully adapt scheduling and performing the Work under this Contract to accommodate the additional work, heeding any direction that may be provided by Owner. Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Owner's employees.

25.2 Owner may award or enter into other contracts in its sole discretion, and nothing in this Contract may be construed to imply that Contractor has the exclusive right to provide job order contracting services to Owner.

#### XXVI. INDEMNIFICATION

26.1 CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS OWNER, ITS AGENTS, EMPLOYEES, TRUSTEES AND OTHER OFFICERS FROM ANY AND ALL CLAIMS, LIABILITY, COSTS, SUITE OF LAW OR IN EQUITY, EXPENSES, ATTORNEYS' FEES, FINES, PENALTIES, OR DAMAGES ASSERTED AGAINST IT BY REASON OF THE INTENTIONAL OR NEGLIGENT ACTS OR OMISSIONS OF THE CONTRACTOR, ITS AGENTS, SERVANTS, SUBCONTRACTORS, AND EMPLOYEES IN THE PERFORMANCE OF THE CONTRACT.

#### XXVII. CONTRACT ORDER OF PRECEDENCE

27.1 In the event of an inconsistency between provisions of this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- a. Contract Modifications, if any;
- b. this Contract, including exhibits;
- c. Job Orders;
- d. Drawings;
- e. Specifications;

f. The contract documents for Choice Partners Contract # 17/020CG-15, including any addenda thereto;

g. Contractor's proposal submitted in response to the solicitation for Choice Partners Contract # 17/020CG-15

#### XXVIII. PARTY ANTITRUST VIOLATIONS

28.1 Contractor assigns to Owner any claim for overcharges, resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to Contractor toward fulfillment of this Contract.

#### XXIX. AUDIT OF RECORDS

29.1 Pursuant to applicable laws, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books, documents and other records ("records") relating to this Contract for a period of five (5) years after completion of this Contract or any Job Order issued hereunder. This includes all books and other evidence bearing on Contractor's costs and expenses under this Contract or the Job Order. All records shall be subject to inspection and audit by the Owner at reasonable times, without cost to Owner. Upon request, Contractor shall produce the original of any or all such records. If approved by Owner, photographs, microphotographs or any authentic reproductions may be maintained instead of original records and documents. If an audit or a compliance review has been announced, Contractor shall retain its records and accounts until such audit or compliance review has been completed.

IN WITNESS WHEREOF, Owner and Contractor have executed and delivered this Contract effective as of the date identified above.

#### OWNER

By:

Name: Jesus Amezcua, PhD, CPA, RTSBA  
Title: Assistant Superintendent of Business Services

\_\_\_\_\_  
Date

#### CONTRACTOR

By:

Name: Jeff Pennington  
Title: President & CEO

10/15/19  
Date

**ATTACHMENT A  
JOB ORDER**

This Job Order is subject to all terms and conditions of the Master Contract ("Master Contract") between Harris County Department of Education (Owner) and Tarkett USA Inc. (Job Order Contractor) dated October 11, 2019, and shall become part of the Contract upon execution by Owner. This Job Order is issued in accordance with Choice Partners contract # 17/020CG-15 and Contractor's proposal submitted in response to the solicitation issued by HCDE/Choice Partners for Choice Partners contract # 17/020CG-15. Any amendment or modification of this Job Order must be in writing and signed by both parties.

1. **Agreed Work.** The agreed Work shall include: 6300 Irvington- Conference Center Level 5, carpet repair  
If applicable, any additional agreed Work, technical specifications, and/or drawings shall be as set forth and listed in the Job Order Proposal attached hereto as Exhibit I.
2. **Deadline for Performance.** Job Order Contractor shall complete performance of the Work specified herein on or before August 31, 2020. The parties agree that the "per day" amount for Liquidated Damages, as defined in Master Contract, shall be \$ 0. The Date of Commencement is: October 11, 2019 the date on which both parties duly execute this Job Order or [ ] will be fixed in a Notice to Proceed issued by the Owner.
3. **Place of Performance.** Contractor shall perform the Work specified herein at the following location(s) Conference Center Level 5.
4. **Agreed Total Price.** The parties hereby agree that the Total Price for all Work under this Job Order is \$66,574.74, as specified in the Job Order Proposal attached hereto as Exhibit I. Services rendered in accordance with this Job Order shall be funded by Facilities [funding source(s)]. Payment for services rendered shall be allocated as follows: 100 % funded by Facilities [funding source]; and 0 % funded by NA [additional funding source, if applicable].
5. **Bonding.** Pursuant to Section XXI of the Master Contract, Contractor shall furnish a Payment Bond in the amount equal to one hundred percent (100%) of the contract amount if the Job Order is in excess of \$25,000 and shall furnish a Performance Bond in the amount equal to one hundred percent (100%) of the Job Order amount if the Job Order is in excess of \$100,000.00.  
A Payment Bond [ ☒ ] is required, [ ] is not required for this Job Order.  
A Performance Bond [ ] is required, [ ] is not required for this Job Order.
6. **Insurance.** Contractor shall provide certificate(s) of insurance as required by Section XIX of the Master Contract, evidencing that Contractor has purchased and maintained insurance of the types and with minimum limits of liability as stated in Section XIX of the Master Contract.
7. **Owner's Authorized Representative.** Owner's authorized representative for acceptance of any completed Work under this Job Order is: John Prestigiacomo.

AUTHORIZED AND ACCEPTED:

JOB ORDER CONTRACTOR/ Tarkett USA Inc.

By: [Signature]  
Name: Jeff Fenwick

Date: 10/15/19  
Title: President & CEO

OWNER/HARRIS COUNTY DEPARTMENT OF EDUCATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_  
Title: \_\_\_\_\_

### **ATTACHMENTS**

The following Attachments are incorporated by reference for all purposes:

ATTACHMENT A:      Job Order Form  
ATTACHMENT B:      Prevailing Wage Rates



October 8, 2019

REV 10 9 2019

Patrick Bilski  
Harris County Department of Education  
6005 Westview Dr  
Houston, TX 77055

Project # 634484- KLX1325

RE: Flooring Proposal for:

KLX1325 HCDE Conference Center Level 5

We are pleased to provide the following quotation for the above referenced facility. Pricing is based on the Choice Partners Contract #17/020CG-15.

**SCOPE OF WORK:**

Style

Material:

Aftermath Powerbond® Cushion + RS

C-56E Premium Floor Primer - 4 gal.

#54 Seam Weld - qt.

#77 Seam Cleaner - qt.

Labor:

Carpet Installation - Powerbond

Carpet Removal - Direct Glue

4" Cove Base - Furnish & Install

Furniture Removal/Replacement

Floor Prep (Portland Base) Material and Labor  
(100s/lb per 10# bag to skim coat)

Transition Strips and Labor

Payment & Performance Bond

<u>Color Name</u>	<u>Color #</u>	<u>Quantity</u>	<u>UoM</u>	<u>Unit Price</u>	<u>Line Total</u>
TBD		1,605	s/y @	\$ 23.27	\$ 37,348.35
		11	ea @	\$ 92.13	\$ 1,013.43
		3	ea @	\$ 12.01	\$ 36.03
		1	ea @	\$ 17.08	\$ 17.08
		1,573	s/y @	\$ 6.29	\$ 9,894.17
		1,573	s/y @	\$ 3.28	\$ 5,159.44
		1,080	l/ft @	\$ 2.37	\$ 2,559.60
		1,573	s/y @	\$ 3.23	\$ 5,080.79
		14,157	s/ft @	\$ 0.37	\$ 5,238.09
		36	l/ft @	\$ 2.16	\$ 77.76
					\$ 150.00
				<b>TOTAL</b>	<b>\$ 66,574.74</b>

**NOTES:**

- Quantities provided by Martin Garcia with Intex Flooring.
- Freight included in material cost.
- REV - Changed style to Aftermath per Jeff Newman.
- REV 6.21.2019 Broke out quote by material and labor per request.

**EXCLUSIONS (unless specifically included in the above scope of work):**

Protection of Floors	Attic Stock	Night/Weekend Labor
Dumpster Cost	Bonding Cost	Mats
Preformed Corners	Trip Charges	Removal & Disposal
Resilient Flooring	Stair Materials	Extensive Floor Preparation
Furniture Moving	Asbestos Abatement	Sales Tax
Carpet Cleaning	Cleaning/Waxing of Resilient	Border Carpet

**TERMS OF PAYMENT: (Subject to Credit Approval)**

**Net 30 Days**

\* All Materials and Labor - Payment due within terms of each invoice (materials will be invoiced upon shipment, labor will be invoiced upon completion or as phased).

- Change Orders:** Any work not included in the above scope of work will require a signed change order before work can be performed.

Tarkett USA Inc.  
1735 Cleveland Hwy.  
Dalton, GA 30721  
800 248 2878

2. Term of Quote: Prices given are firm for sixty days from proposal date.

3. Lead Times: Please note that we are a made to order mill and we cannot commence production until a signed PO or contract is received.

Note that normal lead times are as follows:

- Fast Track Carpets, two weeks plus shipping;
- Running Line Carpets, four to six weeks plus shipping;
- Custom Carpets, six to eight weeks plus shipping;
- Lead times are approximate and do not start until after the purchase order or fully-executed contract is received.

4. Floor Preparation: Additional floor preparation may be required as a result of an unforeseen condition of the floor. Costs associated with this floor preparation will be negotiated on a job-to-job basis. Our products perform properly when installed on floors that are free of dirt, oil, paint and excessive moisture. Floors that have moisture readings greater than the manufacturer specified tolerance will not meet specification and will require further curing time or treatment prior to carpet installation.

We recommend only wet scraping or mechanical removal of all non-water based adhesives.

5. Asbestos Abatement: This quote DOES NOT include asbestos abatement. Neither we nor our installers are responsible for the handling, removal or abatement of asbestos contained floor material or adhesive. Further, our policy is to request an Asbestos Hazard Emergency Response Act (AHERA) report prior to proceeding with any floor material or floor adhesive removal. We and our installers consider it the owner's responsibility to produce this report prior to executing this contract.

If any chemical stripping agents such as those commonly used in asbestos abatement have been used, we and our installers may require additional measures be taken prior to installation of any product. These measures may affect the price of this quote. Please contact our Technical Services Department at 800.248.2878 ext. 2129 for more details.

Please indicate your acceptance of this proposal by returning your signed purchase order, or fully-executed contract via fax to 706.259.2638. Please address it to my attention. Should you have any questions, please call me at 800.248.2878.

We look forward to working with you on this project.

Sincerely,

Tarkett USA Inc.

*Kelly Lynch*  
Account Coordinator  
Source One Department



## JOC FLOORING PROPOSAL BASED ON RS MEANS

October 9, 2019

Vendor Name: Tarkett USA Inc  
 Job Description: KLX1325 HCDE Conference Center Level 5  
 Choice Partners Contract #17/020CG-15

Data Release: Year 2019 Quarter 1

Quantity	Line Number	Description	UOM	Total O&P	Labor Type	Data Release	CCI Location	Notes
14140	090505200400	Flooring demolition, carpet, bonded, includes surface scraping	S.F.	\$ 4,524.80	RR	Year 2019 Quarter 1	TEXAS / HOUSTON (770-772)	
1573	096816100720	Carpet, commercial grades, direct cement, nylon, level loop, 28 oz., light to medium traffic	S.Y.	\$ 67,088.45	RR	Year 2019 Quarter 1	TEXAS / HOUSTON (770-772)	
1064	096513131100	Wall base, rubber, straight or cove, standard colors, 4" high, 1/8" thick	L.F.	\$ 3,043.04	RR	Year 2019 Quarter 1	TEXAS / HOUSTON (770-772)	

RS Means Unit Cost Total \$ 74,656.29

Total with Coefficient ( 87 x RS Means Total) \$ 64,950.97

2.5% Bond (Any additional Pass-Through Costs) \$ 1,623.77

**Total Project Quote \$ 66,574.75**

EXHIBIT A: Contractor's Job Order Proposal, dated October 11, 2019



**ATTACHMENT B**  
**Prevailing Wage Rate**  
**Determination Information**

*The following information is from Chapter 2258 Texas Government Code.*

**Sec. 2258.021. Right to be Paid Prevailing Wage Rates.**

- (a) A worker employed on a public work by or on behalf of the state or a political subdivision of the state shall be paid:
  - (1) not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and
  - (2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.
- (b) Subsection (a) does not apply to maintenance work.
- (c) A worker is employed on a public work for the purposes of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or a political subdivision of the state.

**Sec. 2258.023. Prevailing Wage Rates to be paid by Contractor and Subcontractor; Penalty.**

- (a) The contractor who is awarded a contract by a public body or a subcontractor of the contractor shall pay not less than the rates determined under Section 2258.022 to a worker employed by it in the execution of the contract.
- (b) A contractor or subcontractor who violates this section shall pay to the state or a political subdivision of the state on whose behalf the contract is made, \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract.
- (c) A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract as provided by Section 2258.022.
- (d) The public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.
- (e) A municipality is entitled to collect a penalty under this section only if the municipality has a population of more than 10,000.

**Sec. 2258.051. Duty of Public Body to Hear Complaints and Withhold Payment.**

A public body awarding a contract, and an agent or officer of the public body, shall:

- (1) take cognizance of complaints of all violations of this chapter committed in the execution of the contract; and
- (2) withhold money forfeited or required to be withheld under this chapter from the payments to the contractor under the contract, except that the public body may not withhold money from other than the final payment without a determination by the public body that there is good cause to believe that the contractor has violated this chapter.

# Prevailing Wage Rates – School Construction Trades

Effective: June 12, 2019

## Texas Gulf Coast Area

CLASSIFICATION	2019 HOURLY RATE
ASBESTOS WORKER	\$18.00
BRICKLAYER; MASON	\$18.98
CARPENTER; CASEWORKER	\$18.90
CARPET LAYER; FLOOR INSTALLER	\$19.80
CONCRETE FINISHER	\$13.90
DATA COMM/TELE COMM	\$22.58
DRYWALL INSTALLER; CEILING INSTALLER	\$16.40
ELECTRICIAN	\$25.50
ELEVATOR MECHANIC	\$31.50
FIREPROOFING INSTALLER	\$19.17
GLAZIER	\$19.67
HEAVY EQUIPMENT OPERATOR	\$21.00
INSULATOR	\$14.90
IRONWORKER	\$23.00
LABORER, HELPER	\$11.75
LATHERER; PLASTERER	\$18.60
LIGHT EQUIPMENT OPERATOR	\$13.25
METAL BUILDING ASSEMBLER	\$16.33
MILLWRIGHT	\$26.30
PAINTER; WALL COVERING INSTALLER	\$14.67
PIPEFITTER	\$25.17
PLUMBER	\$31.00
ROOFER	\$15.10
SHEET METAL WORKER	\$20.25
SPRINKLER FITTER	\$20.61
STEEL ERECTOR	\$23.33
TERRAZZO WORKER	\$16.42
TILE SETTER	\$15.30
WATERPROOFER; CAULKER	\$14.90

This document was developed by PBK Architects, Inc., in strict accordance with Chapter 2258 of the Texas Government Code.

# Prevailing Wage Rates

## Worker Classification Definition Sheet

CLASSIFICATION	DEFINITION
ASBESTOS WORKER	Worker who removes and disposes of asbestos materials.
BRICKLAYER; MASON	Craftsman who works with masonry products, stone, brick, block, or any material substituting those materials and accessories.
CARPENTER; CASEWORKER	Worker who build wood structures or structures of any material which has replaces wood. Includes rough and finish carpentry, hardware and trim.
CARPET LAYER; FLOOR INSTALLER	Worker who installs carpets and/or floor coverings, vinyl tile.
CONCRETE FINISHER	Worker who floats, trowels, and finishes concrete.
DATA COMM/TELE COMM	Worker who installs data/telephone and television cable and associate equipment and accessories.
DRYWALL; CEILING INSTALLER	Worker who installs metal framed walls and ceiling, drywall coverings, ceiling grids, and ceilings.
ELECTRICIAN	Skilled craftsman who instalis or repairs electrical wiring and devices. Includes fire alarm systems and HVAC electrical controls.
ELEVATOR MECHANIC	Craftsman skilled in the installation and maintenance of elevators.
FIREPROOFING INSTALLER	Worker who sprays or applies fire proofing materials.
GLAZIER	Worker who installs glass, glazing, and glass framing.
HEAVY EQUIPMENT OPERATOR	Includes but not limited to: all CAT tractors, all derrick-powered, all power operated cranes, back-hoes, back-fillers, power operated shovels, winch trucks, and all trenching machines.
INSULATOR	Worker who applies, sprays, or installs insulation.
IRONWORKER	Skilled craftsman who erects structural steel framing, and installs structural concrete Rebar.
LABORER, HELPER	Worker qualified for only unskilled or semi-skilled work. Lifting, carrying materials or tools, hauling, digging, clean up.
LATHERER; PLASTERER	Worker who installs metal framing and lath. Worker who applies plaster to lathing and installs associated accessories.
LIGHT EQUIPMENT OPERATOR	Includes but not limited to , air compressors, truck crane drivers, flex planes, building elevators, form graders, concrete mixers less than 14cf), conveyers.
METAL BUILDING ASSEMBLER	Worker who assembles pre-made metal buildings.
MILLWRIGHT	Mechanic specializing in the installation of heavy machinery, conveyance, wrenches, dock levelers, hydraulic lifts, and align pumps.
PAINTER; WALL COVERING INSTALLER	Worker who prepares wall surfaces and applies paint and/or coverings, tape, and bedding.
PIPEFITTER	Trained worker who installs piping systems, chilled water piping and hot water (boiler) piping, pneumatic tubing controls, chillers, boilers, and associated mechanical equipment.
PLUMBER	Skilled craftsman who installs domestic hot and cold water piping, waste piping, storm system piping, water closets, sinks, urinals, and related work.
ROOFER	Worker who installs roofing materials, Bitumen (asphalt and coal tar) felts, flashings, all types of roofing membranes, and associated products.
SHEET METAL WORKER	Worker who installs sheet metal products, Roof metal, flashings and curbs, ductwork, mechanical equipment, and associated metals.
SPRINKLER FITTER	Worker who installs fire sprinklers systems and fire protectant equipment.
STEEL ERECTOR	Worker who erects and dismantles structural steel frames of buildings and other structures.
TERRAZZO WORKER	Craftsman who places and finishes Terrazzo.
TILE SETTER	Worker who prepares wall and/or floor surfaces and applies ceramic tiles to these surfaces.
WATERPROOFER; CAULKER	Worker who applies water proofing material to buildings. Products include sealant, caulk, sheet membranes, and liquid membranes, sprayed, rolled or brushed.



# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)  
09/27/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Willis of Pennsylvania, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37205191 USA	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center <b>PHONE (A/C, No, Ext):</b> 1-877-945-7378 <b>FAX (A/C, No):</b> 1-888-467-2378 <b>E-MAIL:</b> certificates@willis.com <b>ADDRESS:</b> certificates@willis.com																					
<b>INSURED</b> Tarkett USA Inc. 1735 Cleveland Hwy. Dalton, GA 30722 USA	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>XL Insurance America Inc</td><td>24554</td></tr><tr><td>INSURER B:</td><td>Travelers Property Casualty Company of Ame</td><td>25674</td></tr><tr><td>INSURER C:</td><td>Travelers Indemnity Company of America</td><td>25666</td></tr><tr><td>INSURER D:</td><td>Charter Oak Fire Insurance Company</td><td>25615</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	XL Insurance America Inc	24554	INSURER B:	Travelers Property Casualty Company of Ame	25674	INSURER C:	Travelers Indemnity Company of America	25666	INSURER D:	Charter Oak Fire Insurance Company	25615	INSURER E:			INSURER F:		
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INSURER D:	Charter Oak Fire Insurance Company	25615																				
INSURER E:																						
INSURER F:																						

**COVERAGES** **CERTIFICATE NUMBER:** W13118409 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
							MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> Comp Ded \$1,000 <input checked="" type="checkbox"/> Coll Lim \$1,000						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR						EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 1,000,000
							\$
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	No	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Workers Compensation & Employer's Liability						E.L. Each Accident \$1,000,000
	Work Comp - Per Statute						E.L. Disease-Pol Lmt \$1,000,000
							E.L. Disease-Each Emp \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

WC Policies:

Policy # TC2HUB-823K310-6-19- covers all other states.

Policy # TROUB-823K311-8-19- covers AZ, MA, OR, WI only.

Project: All Projects with Tandus Centiva.

Contractual Liability is included in the above referenced General Liability policy.

## CERTIFICATE HOLDER

Harris County Department of Education  
6300 Irvington Blvd.  
Houston, TX 77022-8246

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Michael M. Murchison*

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

SR ID: 18582036

BATCH: 1386713

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_

**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

<b>AGENCY</b> Willis of Pennsylvania, Inc.		<b>NAMED INSURED</b> Tarkett USA Inc. 1735 Cleveland Hwy. Dalton, GA 30722 USA	
<b>POLICY NUMBER</b> See Page 1		<b>EFFECTIVE DATE:</b> See Page 1	
<b>CARRIER</b> See Page 1	<b>NAIC CODE</b> See Page 1		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

(continued on next page)

(continued)

Harris County Department of Education (HCDE) is included as Additional Insureds on the General Liability and Automobile Liability policies, as respects to the liability arising out of ongoing and completed operations performed on the project specified in the construction contract for the period of time required within the contract. Waiver of Subrogation applies in favor of Harris County Department of Education (HCDE), its officers, employees and agents with respects to General Liability, Automobile Liability and Workers Compensation coverages where required by written contract subject to policy terms and conditions and as permitted by law.

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Tarkett USA Inc.  
Solon, OH United States

Certificate Number:  
2019-552006

Date Filed:  
10/16/2019

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

HCDE - Conference Center

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

17/020CG  
Flooring

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



### 6 UNSWORN DECLARATION

My name is Jeff Fenwick, and my date of birth is 10/8/60.

My address is 30000 Aurora Road, Solon, OH, 44139, USA.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Cuyahoga County, State of Ohio, on the 16 day of Oct, 20 19.  
(month) (year)

  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

**Regular Board Meeting****7.F.****Meeting Date:** November 20, 2019**Title:** Amendment to Stafford MSD Interlocal contract**Submitted For:** Bill Monroe, Purchasing**Submitted By:** Kendra Jackson**Recommended Action:** Approve**HCDE Goal(s):** 2. Deliver value responsibly**Additional Resource Personnel:** Dr. Jesus Amezcua, Bill Monroe**Facilities/Technology Approval Needed?:** None

---

**Information****Posted Agenda Item:**

**Consider approval of amendment (Amendment 1) to Interlocal Contract (Revenue Contract) between Harris County Department of Education and Stafford MSD** to increase the scope of services and the compensation by an additional not-to-exceed amount of \$90,000.

**Subject:**

Stafford MSD

**Rationale:**

HCDE will provide financial services to Stafford MSD.

---

**Fiscal Impact****Attachments**

Amendment

---

**Form Review****Inbox**

Purchasing  
Purchasing Alternate (Originator)  
Purchasing  
Assistant Superintendent - Business  
Form Started By: Kendra Jackson  
Final Approval Date: 11/04/2019

**Reviewed By**

Kendra Jackson  
Kendra Jackson  
Bill Monroe  
Jesus Amezcua

**Date**

10/30/2019 01:34 PM  
11/01/2019 10:27 AM  
11/01/2019 10:32 AM  
11/04/2019 09:47 PM  
Started On: 10/30/2019 01:09 PM



## STAFFORD MUNICIPAL SCHOOL DISTRICT CONTRACT PROCESSING FORM

SECTION 1 – CONTRACT INFORMATION			
Project Detail Click here to select Project Detail	Today's Date 10/25/19	# Original Contracts 1	Budget Account Code 19941629900750099009
Contracting Party Harris County Dept. of Education		Is Contracting Party an Employee of Stafford? If yes, which division? <input type="checkbox"/> No <input type="checkbox"/> Yes, Division:	
Description of Services: Services Agreement pursuant to the Interlocal Cooperative, Act			
Type of Contract Agreement	Contract Fiscal Year Select one.	Stafford Contract? Choose an item.	Term From: 7/22/2019 To: 12/31/2019
SECTION 2 – CONTRACT TYPE			
Click here to select type of contract			Amount:
SECTION 3 – CONTRACT REVIEW CHECKLIST			
<input type="checkbox"/> This contract was previously reviewed by Stafford attorney ( <i>Note that all templates have been reviewed by attorney</i> ) – <b>Skip to Section 4</b>			
<input type="checkbox"/> This contract was NOT previously reviewed by Stafford attorney ( <b>complete fields below</b> ) Date I reviewed contract using the Contract Review Checklist: 10/25/2019 Exceptions Found? There were exceptions found; notes are attached and further review is recommended.			
<input type="checkbox"/> This contract was reviewed by Buyer.			
<input type="checkbox"/> This contract was reviewed by Technology _____ (initials)			
<input type="checkbox"/> This contract was reviewed by Facilities _____ (initials)			
SECTION 4 – REQUIRED SIGNATURES			
<i>I certify to the best of my knowledge that the information contained in this document is correct and complete. I further certify that I am ensuring that the program and all activities related to the program will be conducted in accordance with all applicable federal, state, and local laws including regulations and contract guidelines created to ensure accomplishment of this objective. Acknowledge by checking box and signing below.</i>			
Employee Completing Contract Review Checklist <input type="checkbox"/>	Date	Director <input type="checkbox"/>	Date 10/25/19
Submit a two-part NCR copy to Purchasing along with the signed original contracts			

FOR PURCHASING DIVISION USE ONLY:	
Contract Reviewer:	Date:
<input type="checkbox"/> Felony Conviction <input type="checkbox"/> CIQ <input type="checkbox"/> W-9 <input type="checkbox"/> SB9 <input type="checkbox"/> Resume <input type="checkbox"/> EICC Checklist	
<input type="checkbox"/> Board Action Item – <input type="checkbox"/> Revenue <input type="checkbox"/> Expenditure <input type="checkbox"/> Grant <input type="checkbox"/> ILC <input type="checkbox"/> Board Information Item Date: _____ <input type="checkbox"/> Contract Approved by Board Date: _____ <input type="checkbox"/> Contract Signed by Superintendent Date: _____ <input type="checkbox"/> Expenditure Contract (For Approval Only) Date: _____	<input type="checkbox"/> Signed by Assistant Superintendent Date: _____ <input type="checkbox"/> Returned to Division or: _____ Date Returned: _____ <input type="checkbox"/> Additional Signatures Required – Return one original to Purchasing when obtained
NOTES:	



**AMENDMENT #1 TO SERVICES AGREEMENT BETWEEN  
HARRIS COUNTY DEPARTMENT OF EDUCATION  
AND STAFFORD MUNICIPAL SCHOOL DISTRICT**

This Amendment #1 to the Services Agreement between Harris County Department of Education ("HCDE"), located at 6300 Irvington Blvd, Houston, Texas 77022, and Stafford Municipal School District ("SMSD"), located at 1625 Staffordshire Road, Stafford, Texas 77477 is entered into effective as of the 1st day of September, 2019, by and between HCDE and SMSD, in accordance with the terms and conditions specified herein.

WHEREAS, HCDE and SMSD entered into a Services Agreement pursuant to the Interlocal Cooperative Act, Chapter 791 of the Texas Government Code, for services beginning July 22, 2019 and ending December 31, 2019, pursuant to which HCDE agreed to provide SMSD with business office services ("Agreement");

WHEREAS, pursuant to Article 5 of the Agreement, the Agreement may be amended only by the mutual agreement of the parties, in a writing to be attached to and incorporated into the Agreement;

WHEREAS, HCDE and SMSD desire to amend the Agreement by increasing the scope of services and increasing the compensation by an additional not-to-exceed amount of \$90,000.00, as detailed in this Amendment #1; and

WHEREAS, this Amendment has been duly approved by the authorized representatives of HCDE and SMSD.

NOW, THEREFORE, in consideration of the promises and of their mutual undertakings, the validity and sufficiency of which are hereby acknowledged, HCDE and SMSD agree as follows:

- 1. Article 7 "Compensation" is amended by deleting the first sentence of current Article 7 and replacing the first sentence with the following:**

"Stafford Municipal School District will pay HCDE in accordance with time and effort spent on performing the services outlined in Exhibit A Scope of Work based on \$800 per day for an amount not to exceed \$139,000."

The remaining portion of Article 7 is unchanged and remains in full force and effect.

- 2. The following additional services to be performed by HCDE are added to the Agreement's Exhibit A Scope of Work:**

- Additional accounting services to provide back up for retiring accountant, year-end audit, and payroll oversight.
- Additional human resources services to provide clerical staff for HR Services.

3. Except as expressly amended by this Amendment #1, the Agreement shall continue in full force and effect, according to its original terms.
4. Terms that are in capital letters used in this Amendment shall have the meanings given to them in the Agreement.
5. The parties agree that this Amendment may be delivered in multiple counterparts, each of which shall have the same effect as an original and may be executed and delivered electronically.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed and delivered this Amendment #1 with effect as of the date and year written above.

Stafford Municipal School District

Harris County Department of Education

By: 

By: \_\_\_\_\_

Robert Bostic, Ed.D.  
Superintendent  
1625 Staffordshire Road  
Stafford, Texas 77477

James Colbert, Jr.  
Superintendent  
6300 Irvington Blvd  
Houston, Texas 77022

**Regular Board Meeting****7.G.****Meeting Date:** November 20, 2019**Title:** Additional Personnel Positions for Schools Division**Submitted For:** Natasha Truitt, Human Resources**Submitted By:** Natasha Truitt**Recommended Action:** Approve**HCDE Goal(s):** 5. Recruit high-quality professionals**Additional Resource Personnel:** Natasha Truitt, Dr. Jesus Amezcua**Facilities/Technology Approval Needed?:**

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**Information****Posted Agenda Item:**

**Consider approval of 1.0 full-time equivalent (FTE) Occupational Therapist position and 1.0 FTE Compliance and Technical Support Officer** position to be shared by Academic and Behavior School East and Academic and Behavior School West.

**Subject:**

Full-time equivalent Occupational Therapist and Compliance and Technical Support Officer to support the Academic and Behavior School campuses.

**Rationale:**

The Schools division is requesting additional full-time equivalent (FTE) positions to support the Schools division's goal of providing an enriching and supporting learning environment for students. The division is requesting a full-time Occupational Therapist and a full-time Compliance and Technical Support Officer to support the Academic and Behavior School East and Academic and Behavior School West campuses.

The Occupational Therapist and Compliance and Technical Support Officer will be paid in accordance with the 2019-2020 HCDE Salary Schedule.

**Occupational Therapist**

- 191-day work schedule
- Budgeted salary: \$79,500
- Budgeted benefits: \$15,486

**Compliance and Technical Support Officer**

- 200-day work schedule
- Budgeted salary: \$76,858
- Budgeted benefits: \$15,124

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**Fiscal Impact****Attachments**

Schools job descriptions

School OT job description

<b>Job Title:</b>	Compliance and Technical Support Officer	<b>Wage/Hour Status:</b>	Exempt
<b>Reports To:</b>	Senior Director of Schools	<b>Pay Grade:</b>	A-5
<b>Division/Campus:</b>	Schools Division	<b>Date Revised:</b>	October 31, 2019

**Primary Purpose:**

Provide support through modeling and training for teachers, staff, and parents to address and manage children with challenging behaviors.

**Qualifications:**

**Education/Certification:**

- Master's degree from an accredited university
- Texas Teacher Certificate with endorsement in Special Education preferred
- Crisis Prevention Intervention (CPI) Certified

**Special Knowledge/Skills:**

- General knowledge of curriculum and instruction
- Knowledge of Admission, Review, and Dismissal (ARD) committee processes and Individual Education Plan (IEP) goal setting and implementation
- Knowledge of behavior and social skill intervention techniques and methodology
- Ability to work with students with pervasive developmental disabilities and autism
- Ability to develop and deliver training to adult learners
- Ability to learn and utilize specialized therapeutic restraint techniques to control student behavior, when appropriate
- Strong organizational, communication and interpersonal skills
- General knowledge of computer systems and software applications

**Experience:**

- Three to five years of administrative experience

**Major Responsibilities and Duties:**

**Instructional and Program Management**

1. Review incidents and allegations of abuse or neglect and create incident reports.
2. Review SB.507 video footage for incidents of neglect or abuse and create incident reports.
3. Review current law and support HCDE Schools Division with policies that support compliance with Senate Bill 11 and other regulatory requirements and laws.
4. Conduct random review of reported incidents for compliance with HCDE policies.
5. Review and recommend sound internal controls and monitor adherence to them.
6. Proactively audit processes, practices and documents to identify weaknesses.
7. Keep abreast of internal standards and HCDE goals.
8. Conduct/coordinate compliance training with HCDE Schools Division staff.
9. Conduct follow-up reviews of operational, or regulatory compliance deficiencies noted during audits.
10. Evaluate and determine the impact of current and new legislation, rules, and regulations on HCDE, and its impact on services.

**Training and Staff Development**

11. Identify staff development needs, develop and present training, and coach campus personnel to continually develop and enhance behavioral assessment and intervention skills.
12. Provide behavior management training for parents as needed.

**Other**

13. Consult with district and outside resources regarding education, social, medical, and personal needs of students.
14. Take all necessary and reasonable precautions to protect students, equipment, materials, and facilities.
15. Compile, maintain, and file all physical and computerized reports, records, and other documents required.
16. Keep informed of and comply with federal, state, district, and school regulations and policies for special education.

**School/Organizational Climate**

17. Deal sensitively and fairly with persons from diverse cultural backgrounds.
18. Promote a positive and caring climate for learning.
19. Employ effective interpersonal skills.
20. Treat all staff with dignity, integrity and respect.
21. Maintain the confidentiality of information.
22. Perform other duties as assigned.

**Supervisory Responsibilities:**

None

**Equipment Used:**

Laptop computer, facsimile machine, copy machine and other instructional equipment

**Working Conditions:**

- Travel due to supporting multiple campuses
- Occasional prolonged and irregular hours
- A work environment that is stressful at times
- Possible exposure to communicable diseases and blood-borne pathogens
- Controlling behavior through physical restraints
- Driving a motor vehicle within the county/state
- Lifting, positioning and transferring students and materials weighing up to 40 pounds
- Occasionally subjected to verbal and physical aggression by students

**Terms of Employment:**

Salary and work year to be established by the HCDE Board of Trustees

**Evaluation:**

Performance of this job will be evaluated annually by the Senior Director of Schools.

.....  
The foregoing statements describe the general purpose and responsibilities assigned to this job and are not an exhaustive list of all responsibilities, working conditions, qualifications and skills that may be required.

Reviewed and agreed to by: \_\_\_\_\_ Date: \_\_\_\_\_  
(Employee Signature)

Employee Printed Name: \_\_\_\_\_

Date of last review: October 31, 2019

**Job Title:** Occupational Therapist      **Wage/Hour Status:** Exempt  
**Reports To:** Curriculum & Compliance Director      **Pay Grade:** P-3  
**Division/Campus:** Schools Division      **Date Revised:** October 31, 2019

**Primary Purpose:**

Evaluate, intervene, consult, and deliver services as required by the Schools Division, community agencies, and HCDE.

**Qualifications:****Education/Certification:**

- Degree from an accredited university
- Current License issued by the Texas Board of Occupational Therapy Examiners

**Special Knowledge/Skills:**

- Effective/efficient oral and written communication skills
- Reliable transportation to/from work and between work-sites
- Efficient mobility within the work-site
- Strong organizational, analytical, and interpersonal skills
- Ability to prioritize and meet deadlines
- Ability to maintain accurate and auditable records
- General knowledge of computer systems and software applications
- Ability to serve as supervisor for occupational therapy assistant and serve as professional student supervisor

**Experience:**

- Experience in pediatrics and/or the school setting desirable
- One year of experience preferred

**Major Responsibilities and Duties:**

1. Use evidence in practice, evaluation, data collection, documentation and recommendations.
2. Evaluate to determine educational need for services.
3. Provide intervention to support student participation and performance in accordance with state laws and/or professional standards.
4. Document and maintain service-related records.
5. Participate in professional growth activities.
6. Maintain sensory rooms for the Academic and Behavior Schools campuses.
7. Support in class instruction with extensions of individualized student lessons.
8. Provide instructors with strategies to support student learning within the sensory rooms
9. Perform other duties as assigned.

**Supervisory Responsibilities:**

None

**Equipment Used:**

Computers, facsimile machine, and copy machine

**Working Conditions:**

- Travel due to supporting multiple campuses
- Varied working environments and temperatures
- Varied stressful interpersonal situations and crisis management
- Occasional prolonged and irregular work hours

- Possible exposure to communicable diseases and blood-borne pathogens
- Driving a motor vehicle to multiple work-sites within structured time frame
- Lifting, transferring, and transporting students and therapy testing materials weighing up to 40 pounds

**Terms of Employment:**

Salary and work year to be established by the HCDE Board of Trustees

**Evaluation:**

Performance of this job will be evaluated annually by the Curriculum and Compliance Services Director and manager of School-Based Therapy Services.

.....

The foregoing statements describe the general purpose and responsibilities assigned to this job and are not an exhaustive list of all responsibilities, working conditions, qualifications and skills that may be required.

Reviewed and agreed to by: \_\_\_\_\_ Date: \_\_\_\_\_  
(Employee Signature)

Employee Printed Name: \_\_\_\_\_

Date of last review: October 31, 2019

**Regular Board Meeting****7.H.****Meeting Date:** November 20, 2019**Title:** 2019-2020 HCDE Early Head Start and Head Start School Readiness Goals**Submitted For:** Venetia Peacock, Head Start**Submitted By:** Sharon McBride**Additional Resource** Jonathan Parker, Venetia L**Personnel:** Peacock, Pamela Jones-Lee

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**Information****Posted Agenda Item:****Consider approval of the HCDE Early Head Start and Head Start** School Readiness Goals for the 2019-20 school year.**Subject:**

School Readiness Goals

**Rationale:**

Head Start Program Performance Standard [Achieving program goals, 45 CFR § 1302.102\(a\)\(3\)](#), requires all agencies to establish school readiness goals. They are defined as "the expectations of children's status and progress across domains of language and literacy development, cognition and general knowledge, approaches to learning, physical well-being and motor development, and social and emotional development that will improve readiness for kindergarten goals" in [Terms, 45 CFR § 1305.2](#).

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**Attachments**

HCDE HS EHS School Readiness Goals

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**Form Review****Inbox**

Head Start

**Reviewed By**

Venetia Peacock

**Date**

10/28/2019 01:04 PM

Form Started By: Sharon McBride

Started On: 10/24/2019 05:17 PM

Final Approval Date: 10/28/2019



# Head Start

## School Readiness Goals

### Perceptual, Motor and Physical Development

Children will demonstrate increased gross and fine motor skills.

### Social Emotional Development

Children will express age appropriate behavior with peers and adults by following the rules, paying attention, and regulating their behaviors.

### Approaches to Learning

Children will demonstrate the ability to stay focused, interested, and engaged in activities that support positive outcomes in all domains by asking questions, solving problems, maintaining focus, and playing with peers.

### Language and Literacy Development

Children will identify the name and symbol for each letter and increase skills in phonological awareness.

Children who are dual language learners will demonstrate competency in their home language and an increase in English Language acquisition.

### Cognition

Children will recognize one-digit numerals, identify common shapes, count sets of up to 15 using one-to-one correspondence, perform basic adding and subtracting operations and rote count beyond 20.

# Early Head Start

## School Readiness Goals

### **Perceptual, Motor and Physical Development**

Children will develop control of large muscles for movement, balance, and navigation and fine muscles for exploration and manipulation.

### **Social and Emotional Development**

Children will develop trust and security in relationships with adults and peers.

### **Approaches to Learning**

Children will be encouraged to demonstrate interest, curiosity, and eagerness in exploring the environment.

### **Language and Literacy**

Children will develop receptive and expressive communication skills in structured language contexts.

### **Cognition**

Children will develop an understanding of cause and effect and apply knowledge to new situations.

**Regular Board Meeting**

7.I.

**Meeting Date:** November 20, 2019  
**Title:** Copier Lease  
**Submitted For:** Bill Monroe, Purchasing

**Submitted By:** Kendra Jackson  
**HCDE Goal(s):** 2. Deliver value responsibly  
4. Provide cost savings by leveraging tax dollars

**Recommended Action:** Approve

**Additional Resource Personnel:** Dr. Jesus Amezcua, Bill Monroe, Kendra Jackson

**Facilities/Technology Approval Needed?:**

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**Information****Posted Agenda Item:****Consider approval of a 36-month lease for copier services with Xerox Business Solutions**

**Southwest** (Choice Partners #16/046KC-01) beginning on 12/01/19 for a monthly amount not to exceed \$4,613.04, plus copies. This is a decrease from previous copier lease.

**Subject:**

Xerox copier services.

**Rationale:**

The current three-year lease for copiers is ending. A quote was requested from Xerox Business Solutions Southwest, a Choice Partners Cooperative vendor.

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**Fiscal Impact****Attachments**

Agreement

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**Form Review****Inbox**

Purchasing  
Purchasing Alternate (Originator)  
Purchasing  
Purchasing Alternate (Originator)  
Purchasing  
Assistant Superintendent - Business  
Form Started By: Kendra Jackson  
Final Approval Date: 11/07/2019

**Reviewed By**

Kendra Jackson  
Kendra Jackson  
Bill Monroe  
Kendra Jackson  
Bill Monroe  
Jesus Amezcua

**Date**

11/06/2019 11:20 AM  
11/06/2019 11:21 AM  
11/06/2019 11:23 AM  
11/07/2019 09:27 AM  
11/07/2019 09:29 AM  
11/07/2019 12:55 PM  
Started On: 10/29/2019 11:50 AM

# *Harris County Department of Education*

## *Price Proposal*

*Submitted: November 5, 2019*

### **Harris County Department of Education**

Attn: HCDE Purchasing  
6300 Irvington Blvd  
Houston, TX 77022

### **Xerox Business Solutions Southwest**

2100 West Loop South #1300  
Houston, TX 77027  
P(713)329-9909 F(713)329-9595



# **Fee Proposal**

- **Pricing Summary**

**Xerox Business Solutions Southwest Pricing Summary**  
**Prepared Exclusively for HCDE**

The following section represents a summary of the Xerox products that have a common intuitive user experience, are mobile & cloud ready, benchmark security and enables next generation services.



**Xerox AltaLink B8075**

*Monthly Duty Cycle: Up to 300,000 impressions/month*

*Recommended Monthly Volume: Up to 125,000 impressions/month*

75 ppm B&W

Up to 200ipm color scanning

200-sheet single pass document feeder

Network printing at 1200x1200 dpi

Standard 4,600 sheet capacity in 4-drawers

100-sheet bypass tray

Office Staple Finisher

Hole Punch

Adobe PostScript 3, PCL

250 GB HDD / 1.8 GHz Quad-Core / 4 GB system memory

Print to/scan from USB memory stick

Mobile Printing, Xerox App Gallery

(Google Drive, OneDrive, DropBox, Office 365, Box etc.)

Encryption, Disk overwrite security, secure print



**Xerox AltaLink B8055**

*Monthly Duty Cycle: Up to 200,000 impressions/month*

*Recommended Monthly Volume: Up to 100,000 impressions/month*

55 ppm B&W

Up to 140ipm color scanning

200-sheet single pass document feeder

Network printing at 1200x1200 dpi

Standard 4,600 sheet capacity in 4-drawers

Office Staple Finisher

Hole Punch

100-sheet bypass tray

Adobe PostScript 3, PCL

250 GB HDD / 1.8 GHz Quad-Core / 4 GB system memory

Print to/scan from USB memory stick

Mobile Printing, Xerox App Gallery

(Google Drive, OneDrive, DropBox, Office 365, Box etc.)

Encryption, Disk overwrite security, secure print



**Xerox B405DN**

*Monthly Duty Cycle: Up to 100,000 impressions/month*

*Recommended Monthly Volume: Up to 12,000 impressions/month*

47 ppm B&W (8 second FCT)

Up to 29ipm color scanning

60-sheet reverse automatic document feeder

Duplex output/input

Network printing at 1200x1200 dpi

Standard 550 sheet capacity

150-sheet bypass tray

Print Management Software Panel Level Integration



### **Xerox AltaLink C8045**

*Monthly Duty Cycle: Up to 200,000 impressions/month*

*Recommended Monthly Volume: Up to 20,000 impressions/month*

45 ppm B&W / 45ppm Color

Up to 139ipm color scanning

130-sheet single pass document feeder

Network printing at 1200x2400 dpi

Standard 3,040 sheet capacity in 4-drawers

100-sheet bypass tray

Office Staple Finisher

Hole Punch

Fax

Adobe PostScript 3, PCL

Print to/scan from USB memory stick

Mobile Printing, Xerox App Gallery

(Google Drive, OneDrive, DropBox, Office 365, Box etc.)

Encryption, Disk overwrite security, secure print



### **Xerox C400**

*Monthly Duty Cycle: Up to 85,000 impressions/month*

*Recommended Monthly Volume: Up to 8,500 impressions/month*

36 ppm B&W and Color

50-sheet single-pass duplex automatic document feeder

Duplex output/input

Network printing at 600x600 dpi

Standard 550 sheet capacity

150-sheet bypass tray

Print Management Software Panel Level Integration





## Pricing Summary

### Harris County Department of Education Pricing Summary

Pricing Summary			
Quantity	Proposed Model	36 Month Lease	Cost per Copy
6	Xerox B8075	\$4,613.04/month	B/W: \$0.0041
20	Xerox B8055		B/W: \$0.0041
3	Xerox B405		B/W: \$0.0041
1	Xerox C8045		B/W: \$0.0041 Color: \$0.0375
1	Xerox C400 (includes 1,000 copies month)		ALL Overages: \$0.043
Total Savings Per Month: \$96.69			

### Terms and Conditions

- All equipment proposed is 100% new current models.
- Pricing does not include any financial responsibility of existing fleet.
- Pricing includes 5 free equipment moves
- Includes delivery, installation, network analyst services and training.
- Includes all OEM toner, parts and service with the exception of paper.
- Includes all new software releases, revisions, patches, etc.
- All service performed by certified Xerox technicians.
- 24/7 web-based support.

*The information contained in this catalog is confidential or proprietary and is designed for the sole use of HCDE.*

## Pricing Summary

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### Harris County Department of Education Current Environment Comparison

Fleet Comparison	
Current Fleet	Proposed Option
7 Xerox 5875	6 Xerox B8075
18 Xerox 5955	20 Xerox B8055
1 Xerox 7845	3 Xerox B405
4 Xerox 3615	1 Xerox C8045
	1 Xerox C400

Lease Comparison	
Current Fleet Lease Payment	Proposed Option Lease Payment
\$4,638.94 / Month	\$4,613.04/month

Service Comparison	
Current Service	Proposed Option
B/W: \$0.0044 Color: \$0.040	B/W: \$0.0041 Color: \$0.0375 C400: ALL Copies are \$0.043

# **Company Information**

Official registered name (Corporate, D.B.A., Partnership, etc.), Dun & Bradstreet Number, Primary and secondary SIC numbers, principal place of business, main telephone number, toll-free numbers, and facsimile numbers.

**Dahill Office Technology Corporation dba Xerox Business Solutions Southwest**

**Wholly Owned Subsidiary of Xerox Corporation**

**D&B #: 121506281**

**SIC #: 7359**

**NAICS: 532420**

**Texas & Oklahoma Employees: 835**

**Headquarters: 8200 IH-10 West, Ste. 400**

**San Antonio, TX 78230**

**Main Phone: (210)805-8200**

**Parent Company: Xerox**

**Total Employees: 10,000**

Key contact authorized to respond to questions regarding this proposal  
and contract negotiation:

**William E. Stall**

**VP, Public Sector**

**Main Phone: (210)805-8200 x10122**

**Email: bill.stall@xerox.com**

Servicing Xerox Business Solutions Southwest Branch

2100 West Loop South #1300

Houston, TX 77027

**Kathy Cernosek**

**Senior Technology Specialist**

**Main Phone: (713)329-9909 x33510**

**Email: kathy.cernosek@xerox.com**

Confidential and Proprietary

At Xerox Business Solutions Southwest, we partner with our customers to provide a long-term strategy for document technology, services and software for graphic communicating and office printing environments of any size. Our experts will help you capture costs, analyze usage and review workflow processes leveraging today's technology to determine the most efficient and cost effective solution for your individual needs.

Faster. Smarter. Greener. We offer a comprehensive solution that includes MFP integration, Managed Print Services, Production Printing, Document Management, Business Process Automation and Professional Services. From design to implementation to after sales support, our innovative approach provides process improvements that will keep you aligned with your business strategies.

As a Xerox company, Xerox Business Solutions Southwest provides your business with the resources and credibility of the world's leading enterprise for business process and document management with the agility and leadership of a locally managed company. Whether your business is local or nationwide, Xerox Business Solutions Southwest can be your single-source provider for every facet of document workflow.

- **Nationwide Resources:** As a Xerox Company, Xerox Business Solutions Southwest can provide unsurpassed first-party nationwide service. We centrally manage fleet reporting, escalation procedures, coverage and guaranteed rates.
- **Local Accountability:** Our local management staff is empowered by our company President to make crucial decisions to better serve our customers' needs in a timely manner.
- **Local Inventory:** Each Xerox Business Solutions Southwest branch location is equipped with on-site parts and supplies providing faster access and greater resources to our service technicians.
- **Competency:** Because we are locally operated, our staff understands the regional dynamics that impact our customers differently. We have the ability to make decisions in the best interest of our customers.
- **Local Billing:** We provide local billing that customize invoices, answer questions and resolve issues to provide a better customer experience.
- **Experience:** As the largest Office Technology Company headquartered in Texas, we are the leader in the transition for new hardware and software trends. We deliver solutions addressing a broad range of document requirements to our customers. We are setting new standards for workflow solutions.
- **Consistency:** We treat our customers as long term business partners. Our Business Review meetings keep us in touch with our clients to ensure that we are performing at the highest possible level of support.

**Xerox Business Solutions Southwest's proven leadership is your assurance of powerful results**

Xerox Business Solutions Southwest's print and document services strategy is to evolve with the ever-changing office environment by leveraging data-centric technologies to align itself with customers based on where they are in their digital transformation journey. We strive to provide more than just print solutions by offering end-to-end management of the entire office print infrastructure. Xerox Business Solutions Southwest works to ensure that its approach is aligned to client needs by focusing on key market trends around cloud, analytics, digital, and security.

In 2019, the Dahill family has grown considerably. Our three sister companies in the Dallas Fort Worth market, ASI, Denitech, and ImageTek, have banded together along with One Source in Oklahoma to become part of a new organization. Looking to the future, not the past, looking at things not as they are--but as they could be; by a firm belief that united we can achieve more than we ever could apart brought about the combination of these five successful companies. Our goal is a collaborative effort by talented, dedicated and driven teams to redefine what is possible in our business today.

It is with this look to the future that we are excited to announce that over the months ahead together we will be undergoing a rebranding, together we will become Xerox Business Solutions Southwest. We have chosen to leverage the heritage, legacy and innovation of Xerox as well as affirm our commitment to our local markets that will continue to be our cornerstone.

By leveraging the strengths of Xerox, sharing best practices in areas like software and IT services, capturing synergies across technical services, eCommerce and marketing, we will simplify the way we work and improve the speed of decision making. We will create new ways to work more productively.

Finally, as a Xerox company, our alignment with the Xerox brand will serve to clarify our core business to our customers, while maintaining our local and community recognition as part of our overall value proposition. It's not just a name change; it's a game changer.

### Company Facts

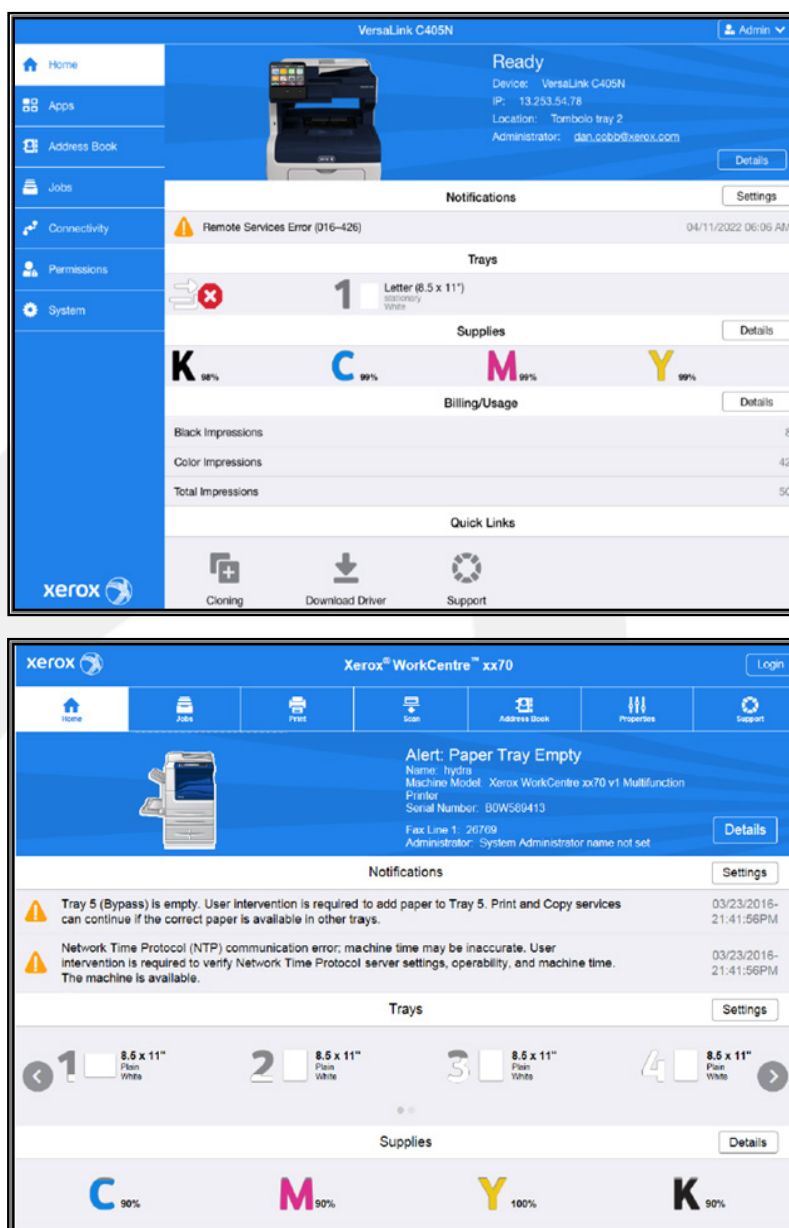
- Largest Office Technology company head quartered in Texas
- Servicing 16 locations (San Antonio, Houston, Austin, Pharr, Corpus Christi, Laredo, El Paso, College Station and Las Cruces, New Mexico, Dallas, Coppell, Fort Worth, Oklahoma City OK, Tulsa OK, Muskogee OK, Enid OK)
- Xerox Business Solutions Southwest provides service for over 1 Billion impressions/month
- Xerox Business Solutions Southwest Managed Print Services manages over 44 million prints per month
- 15,000 customers in Texas, Oklahoma and New Mexico
- 576 employees, 170 employee service department
- \$4 million in local parts and supplies inventory



# **Value Added Product Information**

- **Device Monitoring Software**
  - **Document Security**
    - **DirectLink App**

### Embedded Device Management



All devices come standard with web management interfaces enabled for remote management. Xerox Embedded Web Service is an interactive service that uses Internet technology to extend the capabilities of your MFP using Internet technology. You can gain access to the MFP from a workstation by entering the printer's IP address in your browser. You can monitor the status of the MFP, troubleshoot, check or change the printer's configuration and default settings, set-up email alerts for things like low toner, and access online assistance. CentreWare Internet Services also provides System Administrators with a faster and more efficient method of installing and upgrading software on a Xerox MFP. Additionally, a System Administrator and other users gain access to a vast amount of supporting information available on the Internet.



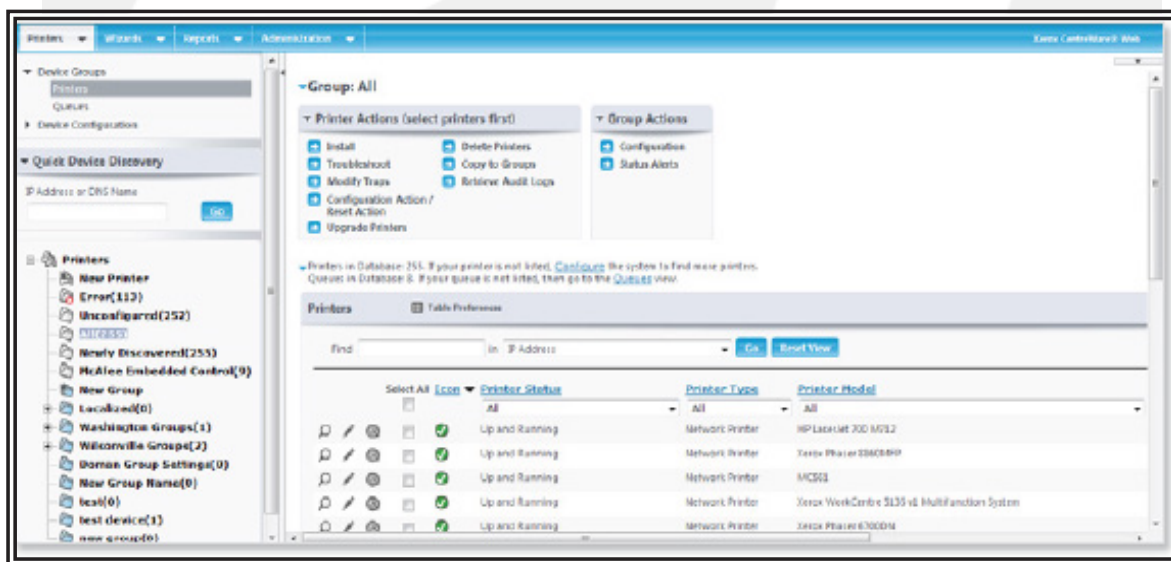
## Fleet Management Software



**Xerox CentreWare Web** is an innovative browser-based Device Management Software that configures, manages, monitors and reports on networked printers and multifunction devices in the enterprise, regardless of manufacturer. This software will be provided to HCDE Board free of charge. CentreWare Web is a great proactive tool for onsite technicians, IT Helpdesk and System Administrators.

### Discover and manage all output devices

CentreWare Web gives IT managers the ability to find and manage printers and multifunction devices in the enterprise, whether they're networked or locally connected. It supports both Xerox and non-Xerox devices, so it's the ideal all-in-one tool to intelligently manage today's multi-vendor device environments. Discover, install, configure, manage and troubleshoot output devices and queues. CentreWare Web provides an on-demand, customized summary status of SNMP printers, multifunction devices and queues within your network. You can tailor device discovery to your particular network and traffic patterns. The tool supports local and remote discovery for multiple or segmented networks, within a single subnet or across subnets. Since it can automatically add directly or locally connected devices to the pool of networked devices, CentreWare Web gives a comprehensive picture of devices in an enterprise.



*Wizards provide a guide using features and functions, guiding system administrators*

*Through common tasks and helping them use the software to its full potential.*

### Optimize and enhance output management

CentreWare Web's flexible reporting tools allow you to customize and schedule the reports you need to manage document production effectively. Combine tabular and graphical data to develop asset and usage reports, alert and status histories. If your Xerox printers are network accounting enabled, CentreWare Web will retrieve, analyze and report print, scan, server fax and copy job data. CentreWare Web supports validation and authentication systems, and can provide high-level usage and cost information or drill down to the individual job level. The tool can configure network accounting settings on these printers, including end-user management and can manage validations and thresholds for up to 100,000 accounts, depending on the device. Systems administrators may leverage their Active Directory by mapping an existing object as the Job Accounting account ID field. This brings all users in as valid accounts and can be automatically updated, saving valuable time.

### Scale along with your business

You can easily add new devices to your CentreWare Web system as needed, since its architecture supports anywhere from a few devices to more than 10,000; a single installation on one server can manage up to 5,000 devices. CentreWare Web runs effectively on simple and wi-fi networks for small businesses, as well as on massive, multi-segmented networks supporting large ISDs, government agencies, banks and conglomerates.

### Integrates with existing Windows security

CentreWare Web's support for standards based security protocols such as Windows based authentication helps you quickly integrate the tool into your existing security systems. It supports the web's HTTPS protocol and native Windows security, eliminating the need to develop and support separate validation tools for output device access. The tool's reporting capability allows administrators to review software and firmware update status on individual devices, ensuring that each has the latest security patches.

### Comprehensive reporting

CentreWare Web offers an extensive array of customizable reports, including assets, usage, alert history and network accounting. You can schedule automated reporting of individual printers, or groups of printers. The reporting system helps you take control of color output costs as well, since it allows you to track color and black-and-white usage separately.

#### Graphical Reports:

- Function Usage
- Color Usage
- Color by Function Usage
- Large Impression Usage
- Image Sent Usage
- Manufacturer Device Count
- Printer Model Device Count
- Printer Type Device Count
- Summary Condition Device Count
- Printer Status Device Count
- Faults by Manufacturer Device Count

#### Tabular Reports:

- Printer Asset
- Printer Status
- Usage Counter History
- Alert History
- Job Accounting
- User Summary
- Audit Check
- Fleet Security
- McAfee Embedded Control
- Supply

#### Named Reports:

- Customized versions of Graphical and Tabular Reports



# Xerox® CentreWare® Web

Simplify your device management.

# Improve ROI on printing devices and reduce IT administration burdens.

The advanced capabilities of Xerox® Centreware® Web make it easy to intelligently manage print devices from a single powerful interface. It gives you a browser window on virtually all of your networked printers and multifunction devices across your enterprise. From here you can manage installations, configuration settings, run reporting and diagnostics – even perform break/fix actions. Best of all, CentreWare Web is available as a free download at [www.xerox.com/centrewareweb](http://www.xerox.com/centrewareweb).

## Discover output devices with ease.

CentreWare Web gives IT managers the ability to find and manage printers and multifunction devices in the enterprise, whether they're networked or locally connected. It supports both Xerox® and non-Xerox devices, so it's the ideal all-in-one tool to intelligently manage today's multi-vendor device environments.

Easily and securely discover multiple Simple Network Management Protocol (SNMP) v3 devices in one step. In addition, the administrator can run a scheduled discovery or import a list of devices to be added to CentreWare Web. The administrator can also perform a quick discovery by simply entering in the IP Address of the device and best of all, CentreWare Web can automatically detect any newly added SNMPv3 device on the network.

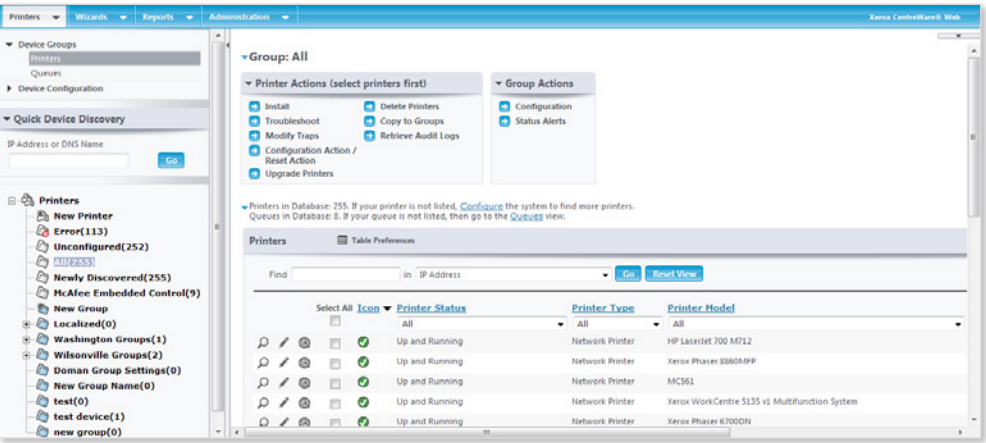
## Work efficiently with one-stop administration.

CentreWare Web setup and basic installation wizards make it easy to manage configurations centrally. You can automatically configure firmware upgrades to be run on specific groups of devices, during low network traffic hours and receive confirmations once upgrades are configured. The tool's intuitive interface makes it simple to configure even advanced features, with an extensive built-in help system and powerful customization tools.

It's easy to install purchased options such as McAfee® Integrity Control on devices from a central location by simply uploading the feature key file and deploying to a single device or a fleet of devices through configuration sets. This feature works on models that support the upload of a feature key.

## Reduce IT costs with proactive remote monitoring.

You can minimize the impact of outages on employees and the helpdesk by configuring CentreWare Web to alert IT managers of potential device issues before they can become problems. The tool can send email alerts warning of low consumable levels and device errors such as fuser or drum malfunctions. This means fewer helpdesk or service calls and increased IT staff productivity.



CentreWare Web gives IT managers the ability to find and manage printers and multifunction devices.

Remotely troubleshoot and quickly resolve issues.

Xerox® CentreWare® Web makes it easy to perform troubleshooting routines on remote devices that are in an error state. You can troubleshoot individual devices or query and test a group of devices at the same time with detailed feedback and the ability to send test pages from the remote web console.

At a more detailed level, the tool can evaluate a device problem and provide time-coded status updates along with an assessment of the skill level needed to solve the problem. Administrators can also review documents currently in the print queue and enable error traps to provide even more detail about the problem.

Remote fleet management is quick and easy. Built directly into the CentreWare Web’s display\*, administrators can interact with their fleet remotely – running the devices directly; as if they are standing at the device\*.

\* Available for Xerox® devices built on Xerox® ConnectKey® Technology.

Secure role based access controls.

CentreWare Web’s support for standards-based security protocols such as HTTPs and Windows-based authentication helps you quickly integrate the tool into your existing security systems.

New capabilities of CentreWare Web make it easy to setup and allow printers to be managed in groups with access controls. Role-based administrator controls can be used to limit access for remote administrators and control the ability to run or modify configuration sets or reports. In addition, CentreWare Web can automatically discover devices that support the McAfee® Embedded Control and add them to built-in group named McAfee Embedded Control, allowing the administrator to easily identify and respond to alerts generated by these devices.

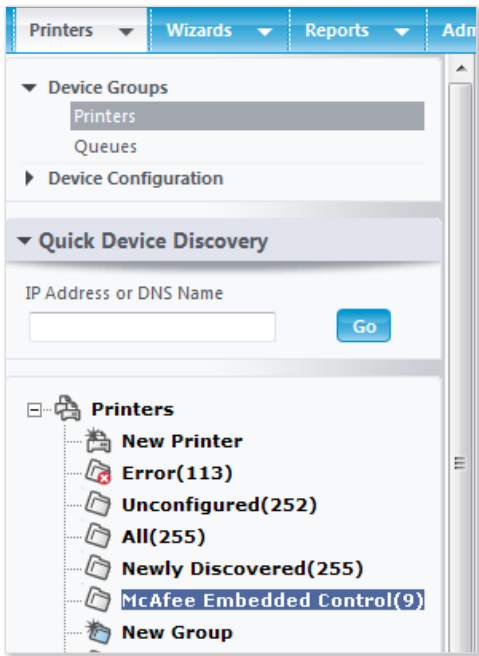
An administrator can also setup security levels, determine whether email alerts are configured, if a server is registered, and if the device is registered with the McAfee ePolicy Orchestrator (ePO) server.

Gain insight with comprehensive reporting.

CentreWare Web offers an extensive array of customizable reports, including assets, usage, alert history and network accounting. You can schedule automated reporting of individual printers, or groups of printers, as well as easily export selected reports.

The reporting system helps you take control of color output costs as well, by enabling you to track color and black-and-white usage separately.

Supplies reports allow you to check supplies before the device triggers an alert that the supply is low. You can register eligible devices with Xerox® Remote Services and enable automated supplies reordering for even more convenience and hands-off administration.



CentreWare Web can automatically discover devices that support the McAfee Embedded Control and add them to built-in group named McAfee Embedded Control.



## Benefits

### Better Cost Management

- Proactive alert monitoring reduces service calls and downtime
- Easy deployment and simplified administration maximize IT staff productivity, letting you shift IT resources to other critical tasks
- Reduce tool expense and complexity; CentreWare Web is all you need to manage both Xerox® and non-Xerox (RFC 3805 SNMP-compliant) output devices
- Centralized administration allows IT managers to remotely manage systems, eliminating the expense of on-site service calls
- Integrates with existing Microsoft Windows security, requiring no additional security/authorization tools
- Network accounting-enabled to provide accurate usage tracking, reporting and billing
- Ensures more accurate meter reads for bill-back to appropriate groups
- Usage tracking lets you intelligently manage assets cost-effectively
- Create audit reports with easy to use exported HTML or CSV formats
- Consistent reports in familiar, easy-to-read formats, giving you comprehensive, easy to understand analysis that's instantly actionable
- Flexible data collection settings can provide data daily, weekly, monthly or annually
- Allows you to proactively ensure supplies are available with easy access to supplies reports
- Installation of feature options from a central location, such as McAfee® Embedded Control and XPS minimizes install time at the individual devices
- Offers the ability to capture device Audit Logs to facilitate non-repudiation needs

### More Effective Device Administration

- Familiar web browser interface makes it easy to set up, configure, upgrade, repair and track devices on the network
- Troubleshooting tools simplify diagnosis and resolution of device problems
- Configuration Sets let you establish templates to define network protocol, scanning, job accounting and security settings across compatible devices
- Configuration Tasks can be easily created, scheduled and applied to a set of devices which are selected using a flexible logical (boolean) expression
- Enables a variety of settings specific to Hewlett-Packard devices
- Supports discovery of non-IETF MIB-compliant devices such as HP JetDirect-based printers
- Uses existing Microsoft Active Directory configurations, enhancing printer discovery and queue management
- Supports custom grouping of devices to make them easier to manage
- Group polling feature allows you to set polling intervals for specific device groups
- Easily manage and stay compliant with Security policies by configuring alerts and grouping devices in separate windows
- Manage Paper Settings and Default Fax Settings remotely – apply settings on the entire fleet in one easy step
- Built directly into the CentreWare Web's display, administrators can interact with their fleet remotely\*
- Multiple threads for device software updates of a fleet improves the speed of upgrading multiple devices\*

### **Print Security**

Weak or nonexistent cybersecurity programs represent a massive organizational risk for state, local and municipal government agencies in the United States. Most government data breaches are an inside job, coming from employees improperly using information, data, and documents.

As your trusted provider of secure printing solutions, we offer many standard secure print features.

- **Xerox Secure Print.** Secure Print allows you to control the print timing of your documents. Enter a passcode to send a job to print. The printer holds the job until you enter the same passcode at the device, releasing it to print.
- **Image Overwrite.** Electronically “shred” information stored on a printer’s or MFD’s hard disk as part of routine job processing. Electronic deletion may be performed automatically, on-demand or, on some devices, scheduled. The Xerox® Image Overwrite print security process uses a three-pass algorithm originally specified by the U.S. Department of Defense.
- **Data Encryption.** As data moves in and out of a printer or MFD, or is stored within the device, we secure it with several different protocols for encryption, such as Secure Sockets Layer (SSL)/Transport Layer Security (TLS) and Internet Protocol Security (IPSec).
- **Access Control/User Authorization.** Specific functions (such as scanning or accessing customer data) can be restricted by user and by function according to access control limits set by a system administrator. Authorized users may be granted appropriate levels of access once they are logged on or authenticated.
- **Network Security.** To ensure the device behaves like a good network citizen, many Xerox printers and MFDs include features that protect them from unauthorized remote access. These secure print features protect the confidentiality of data as it moves across your network, to and from the printer. These print security features include IP Filtering, IPSec and SSL/TLS data encryption, digital certificates, network authentication and 802.1x device authentication.

### **Advanced Security**

#### **Common Criteria Certification**

The Common Criteria for Information Technology Security Evaluation (abbreviated as Common Criteria or CC) is an international standard (ISO/IEC 15408) for computer security certification. Xerox currently has the broadest portfolio of Common Criteria Certified multifunction print devices in the industry. Our latest products offer the most comprehensive set of security functionality in the industry. The scope of a Common Criteria evaluation varies by manufacturer.

Xerox is the only vendor to certify the complete device, not just the kits or subsets of functionality. Xerox devices are certified at EAL2. This means that information is secure moving into and out of all the portals such as printing, faxing, scanning as well as resident on the hard drive. We engineer our MFDs with built-in security features, providing a wide array of the latest security options for secure documents, devices and networks that seamlessly integrate with our client’s infrastructure. When it comes to security certification, Xerox believes that a complete system certification provides a better assessment of security than one limited to only a component or kit such as the case with some other vendors.



Supports popular cloud repositories.

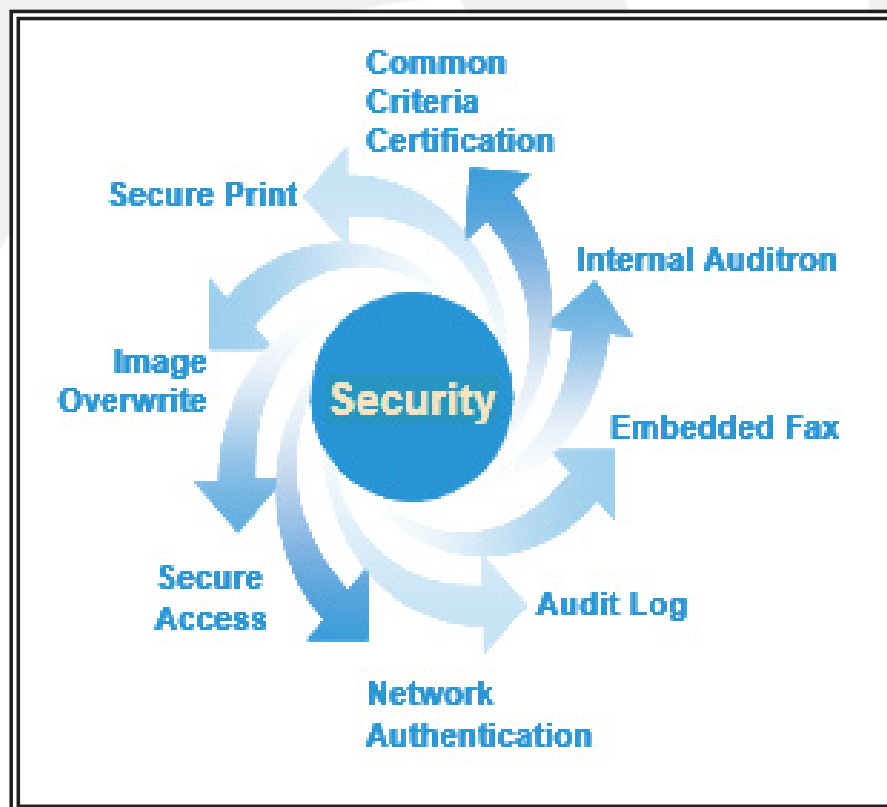


Securely log in on the MFP directly to your preferred cloud repository.

**McAfee and Cisco TrustSec Identity Services Engine integration**

When HCDE is required to print documents that contain confidential data, this process provides exposure points for security risks. To protect against these threats, Xerox includes device security that is more advanced than what other companies in our industry can offer. We offer security protection from leading security companies, including McAfee and Cisco. Our ConnectKey® devices include imbedded McAfee technology, resulting in the industry's first lineup of multifunction printers that protect themselves from outside threats. McAfee's white-listing technology ensures that devices print only safe, preapproved files or perform approved functions. This minimizes the need to manually update software against new security threats. Also, the optional automatic Cisco TrustSec® Identity Services Engine integration provides comprehensive visibility of all ConnectKey multifunction printer endpoints to enforce IT-centric security policies and compliance. This technology helps HCDE keep information secure and confidential.

**The Xerox offer includes all ConnectKey technology,** which encrypts all data communications between the MFD and cloud services using SSL technology to offer complete security and peace of mind.





Data Security and Copier Hard Drives	
X	All Multifunction [photocopier based] units installed by Xerox Business Solutions Southwest at HCDE will be equipped with data encryption measures, disk overwrite measures and operating features that will allow HCDE to comply with HIPAA required compliancy standards.
X	All devices containing hard disk drives installed by Xerox Business Solutions Southwest at HCDE locations will be set at the level of encryption and overwrite such that all data will not be able to be recovered, viewed or otherwise useable in any manner after such units are removed from HCDE. All units quoted have the above stated requirements included in the bid pricing and on-going pricing.
X	All print/copy/fax/scan jobs will be encrypted and overwritten on a per job basis from the time of install, providing full time compliance from the time of install to time of removal.
X	Xerox Business Solutions Southwest will provide a Proof of Concept to HCDE before removal of units to the satisfactory level of HCDE that no breach of security of the data occurred during the chain of custody of the removal process and that all hard drives are properly and sufficiently accounted for and determined secure to HCDE.
X	The manner in which the hard drives are encrypted and subsequently overwritten complies with the GLB Act and HIPAA mandates for hard drive disposal.
X	No data from copy, print, scan and fax usage or address book information will remain on any of the photocopiers prior to removal from HCDE.
X	That the methodology used to prevent the loss or potential breach of any data from the usage of the removed photocopier fleet is in keeping with all Federal/State and Local compliancy laws.
X	The Xerox Business Solutions Southwest copier fleet will comply with IEEE STD. 2600 Security Standard for Hardcopy devices.
X	Xerox Business Solutions Southwest certifies all data stored on copiers will be maintained as confidential to outside future users and that all data that is sent as a print job, walk up copy job, scan or fax job is secured by the internal security measures of the multi-function devices.

### ***Xerox Business Solutions Southwest Full Service Maintenance***

***Xerox Business Solutions Southwest Full Service Maintenance Agreement*** is a comprehensive program for all your document printing, supplies, maintenance and service for all your Production, MFP and Printer devices. At Xerox Business Solutions Southwest, we manage over 329 million impressions per month including over 44 million prints from our customer's printer fleets.

From comprehensive network and software support, to 24/7 online assistance, online training videos and quick, responsive onsite coverage, you can count on us for a variety of service options to meet your needs. Every option is backed by a team of experienced support personnel who are equipped with the latest skills, tools and technology. Once implemented, Xerox Business Solutions Southwest Managed Print Services provides an optimized print environment, reducing your total cost of ownership and increasing faculty and staff productivity.

#### ***Comprehensive Maintenance***

Our maintenance includes:

- All supplies (excluding paper)
- All replacement parts
- All labor associated with break/fix of MFPs
- All preventative maintenance, device cleaning etc.
- Remote service for "I can't print" issues for quicker resolution, driver configurations and training.
- Proactive monitoring of fleet devices
- Helpdesk integration
- Xerox Business Solutions Southwest eXpress Services including supply monitoring
- In-service and on-going on-site training of MFP features by Xerox Business Solutions Southwest trainer(s).
- Business Reviews of performance metrics



#### ***Predictive Fleet Maintenance***

We have the capability to monitor toner levels remotely and proactively order and send supplies when levels are low. All networked MFP devices will be set up on the Xerox Business Solutions Southwest Direct Link App. The Panel Level integrated application triggers sales orders based on predefined replenishment levels directly from the device and generates an email to you and places an order with Xerox Business Solutions Southwest to send out toner. Xerox Business Solutions Southwest uses a Predictive Service approach to other consumable parts and supplies in order to minimize downtime.

#### ***Value Beyond Cost Savings***

Xerox Business Solutions Southwest Managed Print Services delivers benefits in many areas:

- We address environmental sustainability, finding innovative ways to eliminate unnecessary printing and reduce your carbon footprint, usage and waste. We enhance information security to protect your most valuable information and avoid the costs of lost intellectual property and PI.
- Through our Smart eSolutions, we monitor, maintain and manage your print environment.
- On-site technician feedback to summarize completed work & identify escalation if needed.

# DirectLink

Instantly Request Service or Support

Only we put device assistance and support on-screen for unparalleled speed and simplicity of support.



**DirectLink** is an application that will simplify device reporting and provide a direct link to request service and supplies.



**View current  
supply levels  
& place orders**



**View system  
information &  
request service**



**View current  
meters & submit  
new readings**



**How to contact  
us for help via  
phone or web**

**FUTURE  
READY  
NOW**

**xerox**   
Business  
Solutions  
Southwest

1 (800) 413-3526



# DirectLink

Instantly Request Service or Support

◀ SERVICE REQUESTS

◀ SUPPLY REPLENISHMENT

On-screen assistance for unparalleled speed and simplicity

## TAKING CUSTOMER SUPPORT TO THE NEXT LEVEL



**View current supply levels & place orders**



**View system information & request service**



**View current meters & submit new readings**



**How to contact us for help via phone or web**

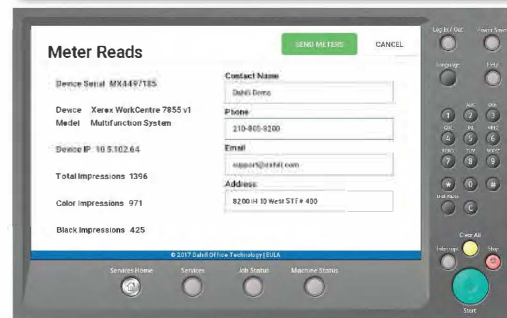
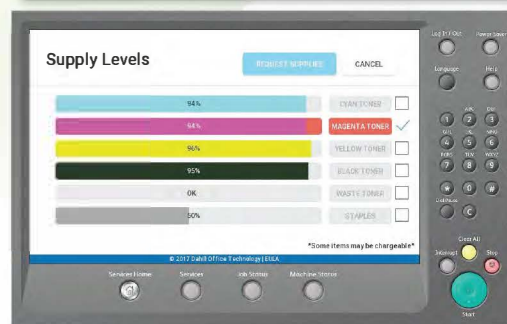
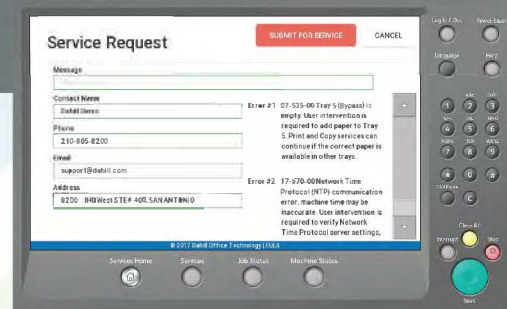
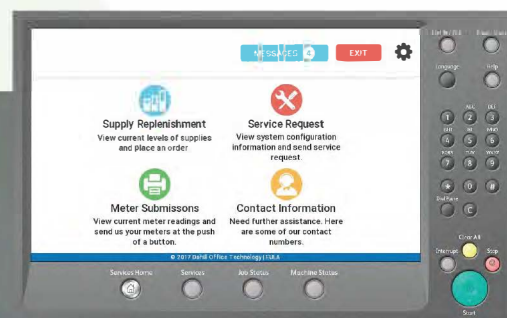
**DirectLink** is an innovative application that will simplify how you communicate with us.

With a touch of the on-screen button, you can now initiate a direct link that will allow the device to securely communicate directly with our technical support, supply replenishment and meters.

**Efficient. Secure. On demand.**

Send these requests directly from your device, without having to pick up a phone or even return to your desk!

Xerox ConnectKey® 1.5+ device models.



1 (800) 413-3526

**xerox**  
Business Solutions  
Southwest

# **Appendix A:**



# XEROX® ALTALINK® MULTIFUNCTION PRINTER

The fleet-ready, black-and-white workflow accelerator.

**B8045/B8055/B8065/B8075/B8090**



ConnectKey®  
Technology

xerox   
800

# Xerox® AltaLink® B8045/B8055/B8065/B8075/B8090 Multifunction Printer

Introducing our latest black-and-white smart multifunction printer intelligent enough to change the way you work. Offering a next generation, mobile-ready user experience, the AltaLink B8000 Series is built for ease of use, security and the future-proof flexibility of app-based workflows. Transform your fleet—and then your business.

## SMART AND PRODUCTIVE

You've never seen a multifunction printer like this before. From its tablet-like user interface to its right-out-of-the-box mobile-friendly connectivity options, the Xerox® AltaLink B8000 Series is the multifunction device today's workers have been waiting for.

Optimized for business processes, and easy to manage as a standalone device or as part of an entire fleet, it's designed to enable multitasking and collaboration. Create personalized workflows, automate complex tasks, print and scan directly to and from the cloud with services such as Box®, Microsoft® OneDrive®, Google Drive™, Dropbox™, Microsoft Office 365™ and email. Connect any time, from anywhere on any device.

With the touch of a button, you can go to our Xerox App Gallery and download these simple, yet powerful, serverless apps to your AltaLink multifunction printer to increase user productivity and shorten everyday tasks.

Built-in mobile connectivity, including Near Field Communication (NFC) Tap-to-Pair, optional Wi-Fi Direct®, @PrintByXerox, Apple® AirPrint®, Google Cloud Print™, Xerox® Print Service Plug-in for Android™ and Mopria®, provides the time-saving convenience your workforce wants and needs.

## POWERFUL AND SCALABLE

Your workgroups operate more efficiently and effectively with AltaLink. Manage, monitor and upgrade your entire fleet, or provide interactive training and support right from your desktop with our remote user interface.

Fewer maintenance hassles, less IT support, high-capacity paper trays and the ability to print on varying paper sizes add up to increased uptime and greater productivity. Scanning, printing and faxing can be done simultaneously, allowing for multitasking during peak periods—and your choice of finishing options means you can configure your AltaLink device for any work environment and any document type, including booklets, brochures and pamphlets.

## BUILT-IN SECURITY

The AltaLink B8000 Series Multifunction Printer provides the maximum level of security through our partnership with McAfee, proactively addressing risks at the fleet and individual device level.

User credentials can be tailored, allowing IT departments or fleet managers complete control over which users have access to critical data and software. And with Secure Print, jobs can be issued a unique PIN to ensure confidential documents are held for release until they're ready to be retrieved at the machine.

## XEROX® CONNECTKEY® TECHNOLOGY—THE NEXUS OF YOUR COMPLETE PRODUCTIVITY ECOSYSTEM

From Xerox—the company that created the modern workplace—we present the next revolution in workplace productivity. With a consistent user experience across a wide range of devices, mobile and cloud connectivity and a growing library of apps to expand functionality, you'll work faster, better and smarter.

### Intuitive User Experience

An entirely new—and yet entirely familiar way to interact that includes a tablet-like experience with gesture-based touchscreen controls and easy customization.

### Mobile and Cloud Ready

Instant connectivity to cloud and mobile devices right from the user interface, with access to pre-loaded, cloud-hosted services that let you work where, when and how you want.

### Benchmark Security

Full multi-level protection for both documents and data, ready to guard against and eliminate emerging threats and meet or exceed regulatory compliance.

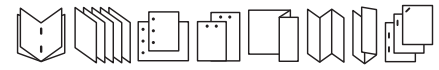
### Enables Next Generation Services

Work more efficiently and manage resources more effectively. Easy integration of Xerox® Managed Print Services enables remote monitoring of service delivery and consumables, plus remote configuration for even more time savings.

### Gateway to New Possibilities

Instantly extend your capabilities with access to the Xerox App Gallery, featuring real-world apps designed to optimize digital workflows. Commission our network of partners to design innovative, business-specific solutions.

Find out more about how you'll work smarter at [www.connectkey.com](http://www.connectkey.com).



## CHOOSE THE CONFIGURATION THAT MEETS YOUR NEEDS

- 1 Single-Pass Duplex Automatic Document Feeder** scans documents at up to 200 images per minute.
- 2 Convenience Stapler** (optional) staples up to 50 sheets of 20 lb/75 gsm media.
- 3 Bypass Tray** handles up to 100 sheets of 80 lb Cover/216 gsm.
- 4 Two 500-sheet universal trays** are adjustable up to 11 x 17 in./A3.
- 5 Envelope Kit** (optional—replaces Tray 2) provides trouble-free feeding of up to 50 envelopes.
- 6 High-Capacity Tandem Tray** holds a total of 3,600 sheets of letter/A4-size paper.
- 7 High-Capacity Feeder** (optional) holds 3,300 sheets of paper. This brings the maximum capacity up to 8,000 sheets.
- 8 Offset Catch Tray (OCT)** (optional; included with all finishers) holds 400 sheets.
- 9 Office Finisher** (optional with AltaLink® B8045/B8055/B8065/B8075) provides 50-sheet multiposition stapling with an optional hole punch.
- 10 Office Finisher with Booklet Maker** (optional with AltaLink B8045/B8055/B8065/B8075) provides all the finishing of the Office Finisher the capability to create 60-page saddle-stitched booklets (2 to 15 sheets).
- 11 High Volume Finisher (HVF)** (optional with AltaLink B8065/B8075; required for AltaLink B8090) features 100-sheet multiposition stapling and an optional hole punch.
- 12 Post Process Inserter** (optional with HVF and with HVF with Booklet Maker) inserts up to 250 sheets of cover stock or other media (16 lb to 57 lb Bond/80 lb Cover/60 to 216 gsm).
- 13 High Volume Finisher with Booklet Maker** (optional with AltaLink B8065/B8075/B8090) provides all the finishing of the High Volume Finisher with additional saddle-stitch booklet making capabilities (2 to 15 sheets / 60 pages).
- 14 Z-Fold/C-Fold Unit** (optional with HVF with Booklet Maker) adds letter-size Z-folding and C-folding (50 sheets or unlimited capacity with tray stop in the down position).
- 15 Keyboard** (optional)
- 16 Xerox® Integrated RFID Card Reader E1.0** (optional) adds card based authentication with support for over 90 access cards.
- 17 Near Field Communication (NFC) Tap-to-Pair** allows users to tap their mobile device to an AltaLink B8000 and the MFP will be added to their device list and instantly allow printing.



## INTRODUCING MOBILE DEVICE-LIKE TOUCHSCREEN SUPERIORITY

Meet our all-new, 10.1-inch color touchscreen—the user interface that sets a higher standard for customization, ease of use and versatility.

By presenting a familiar “mobile” experience—with support for gestural input and task-focused apps that share a common look and feel—fewer steps are needed to complete even the most complex jobs.

A highly intuitive layout guides you through every task from start to finish, with a natural hierarchy placing critical functions near the top of the screen and commonly used options front and center. Don’t like where a function or app is located? Customize the layout to make it yours.

This unmatched balance of hardware technology and software smarts helps everyone who interacts with the AltaLink® B8000 Series get more work done, faster. Try our new UI at [www.xerox.com/AltaLinkUI](http://www.xerox.com/AltaLinkUI).





# Xerox® AltaLink® B8045/B8055/B8065/B8075/B8090

## Multifunction Printer

ConnectKey®  
Technology

DEVICE SPECIFICATIONS		AltaLink B8045	AltaLink B8055	AltaLink B8065	AltaLink B8075	AltaLink B8090
Speed		Up to 45 ppm	Up to 55 ppm	Up to 65 ppm	Up to 75 ppm	Up to 90 ppm
Monthly Duty Cycle*		Up to 175,000 pages	Up to 200,000 pages	Up to 250,000 pages	Up to 300,000 pages	Up to 400,000 pages
Hard Drive/Processor/Memory		Minimum 250 GB HDD/1.8 GHz Quad Core/4 GB system memory				
Connectivity		10/100/1000Base-T Ethernet, High-Speed USB 2.0 direct print, Wi-Fi Direct® with optional Xerox® USB Wireless Adapter, NFC Tap-to-Pair				
Copy and Print		Copy Resolution: Up to 600 x 600 dpi; Print Resolution: Up to 1200 x 1200, 256 shades of gray				
First-copy-out Time		As fast as 3.7 seconds from the platen/ 7.4 seconds from the Duplex Automatic Document Feeder		As fast as 2.9 seconds from the platen/ 6.9 seconds from the Duplex Automatic Document Feeder		
First-print-out Time		As fast as 4.9 seconds				
Warm-up from Power Off (Boot Time)		As fast as 120 seconds				
Page Description Languages		Adobe® PostScript® 3™, Adobe PDF version 1.7, PCL® 5c/PCL 6, Optional XML Paper Specification (XPS)				
Paper Input	Standard	Single-Pass Duplex Automatic Document Feeder: 200 sheets; Speed: up to 200 ipm (duplex); Sizes: 4.9 x 5 in. to 11.7 x 17 in./125 x 138 mm to 297 x 432 mm Bypass Tray: 100 sheets; Custom sizes: 4.25 x 5.5 to 11 x 17 in./A6 to A3 Trays 1 and 2: 500 sheets each; Custom sizes: 5.5 x 8.5 to 11 x 17 in./A5 to A3 High-Capacity Tandem Tray Module: 3,600-sheet total (1,600 and 2,000 sheets); Size 8.5 x 11 in./A4				
	Optional	High-Capacity Feeder (HCF): 3,300 sheets; Size 8.5 x 11 in./A4 long edge feed HCF Kits (HCF required) (only available for B8065/B8075/B8090): 1,250-sheet 11 x 17 in. Short Edge Kit or 1,250-sheet Letter/Legal Short Edge Kit Envelope Tray (Replaces Tray 2): Up to 50 envelopes: #10 Commercial, Monarch, DL, C5				
Paper Output/Finishing	Optional	Offset Catch Tray (Required when finishers are not attached—not available with B8090): 400 sheets Office Finisher (Not available with B8090): 2,000 + 250-sheet trays, 50-sheet multi-position stapling, optional hole punch Office Finisher with Booklet Maker (Not available with B8090): 2,000 + 250-sheet trays, 50-sheet multi-position stapling, saddle-stitch booklet making (2 to 15 sheets (60 pages)), optional hole punch High Volume Finisher (HVF) (Optional with B8065/B8075; HVF or HVF with Booklet Maker is required for B8090): 3,000 + 250-sheet trays, 100-sheet multi-position stapling, optional hole punch High Volume Finisher with Booklet Maker (Optional with B8065/B8075/B8090): 3,000 + 250-sheet trays, 100-sheet multi-position stapling, saddle-stitch booklet making (2 to 15 sheets (60 pages)), optional hole punch Z-Fold/C-Fold Unit (Optional with HVF with Booklet Maker): Adds letter-size Z-folding and C-folding Post-Process Insertter (Optional with HVF and with HVF with Booklet Maker): Adds preprinted inserts Convenience Stapler: 50-sheet stapling (based on 20 lb Bond/75 gsm), includes Work Surface				

### INTUITIVE USER EXPERIENCE

Customize and Personalize	Site, Function or Workflow Customization with Xerox App Gallery and Xerox® App Studio
Print Drivers	Job Identification, Bi-directional Status, Job Monitoring, Xerox® Global Print Driver®, Xerox® Mobile Express Driver®
Xerox® Embedded Web Server	PC or mobile—Status Information, Settings, Device Management, Cloning
Remote Console/Preview	Remote User Interface
Print Features	Print from USB, Sample Set, Personal Print, Saved Job, Booklet Creation, Store and Recall Driver Settings, Scaling, Job Monitoring, Application Defaults, Two-sided Printing, Draft Mode
Scan and Fax	Scan to USB/Email/Network (FTP/SMB), Scan File Formats: PDF, PDF/A, XPS, JPG, TIFF; Convenience Features: Scan to Home, Searchable PDF, Single/Multi-page PDF/XPS/TIFF, Password-protected PDF; Fax Features: Walk-up Fax (one-line or three-line options available, includes LAN Fax, Direct Fax, Fax Forward to Email), Fax dialing, Unified Address Book, Optical Character Recognition (OCR)

### MOBILE AND CLOUD READY

Mobile Connectivity	Apple® AirPrint®, Google Cloud Print™ Ready, Xerox® Print Service Plug-in for Android™, Mopria® Print Service Plug-in for Android, NFC, Wi-Fi Direct Printing
Mobile Printing	@PrintByXerox, Xerox® Mobile Print, Xerox® Mobile Print Cloud, Xerox® Mobile Link App; Visit <a href="http://www.xerox.com/officemobileapps">www.xerox.com/officemobileapps</a> for available apps.
Cloud Connectivity	Print from/Scan to Google Drive™, Microsoft® OneDrive®, Dropbox™, Microsoft Office 365™, Box®, Xerox® DocuShare® and more.

### BENCHMARK SECURITY

Network Security	IPsec, HTTPS, SFTP and Encrypted Email, Network Authentication, SNMPv3, SHA-256 Hash Message Authentication, SSL, TLS, Security Certificates, Automatic Self-signed Certificate
Device Access	Firmware Verification, User Access and Internal Firewall, Port/IP/Domain Filtering, Audit Log, Access Controls, User Permissions, Smart Card Enablement Kit (CAC/PIV.NET), Xerox® Integrated RFID Card Reader E1.0
Data Protection	Encrypted Hard Disk (AES 256-bit, FIPS 140-2, Validated) and Image Overwrite, McAfee® ePolicy Orchestrator®, McAfee Integrity Control, Whitelisting, Job Level Encryption via HTTPS and Drivers
Document Security	Common Criteria Certification (ISO 15408) (undergoing evaluation), Encrypted Secure Print, FIPS Encrypted Print Drivers

### ENABLES NEXT GENERATION SERVICES

Print Management	Xerox® Print Management and Mobility Suite, Configuration Cloning, Xerox® Standard Accounting, Equitrac, Y Soft, PaperCut and more partner solutions
Managing Print	Xerox® Device Manager, Xerox® Support Assistance, Auto Meter Read, Managed Print Services Tools
Sustainability	Cisco EnergyWise®, Print User ID on Margins, Earth Smart Print Settings

### GATEWAY TO NEW POSSIBILITIES

Cloud Services	Xerox® Easy Translator, Xerox® Healthcare MFP (U.S. only), many additional services available
Xerox App Gallery	Many apps and cloud services available. Visit <a href="http://www.xerox.com/appgallery">www.xerox.com/appgallery</a> for a growing selection of apps available for adding functions to the MFP.

\* Maximum volume capacity expected in any one month. Not expected to be sustained on a regular basis.

For more detailed specifications, including the latest certifications, go to [www.xerox.com/AltalinkB8000Specs](http://www.xerox.com/AltalinkB8000Specs).

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AB8BR-01UA



# XEROX® VERSALINK® PRINTER AND MULTIFUNCTION PRINTER

Redefining office productivity.

**B400/B405**



ConnectKey®  
Technology



804

# Xerox® VersaLink® B400 Printer and Xerox® VersaLink® B405 Multifunction Printer

Whether stand-alone or as a part of your extended fleet, the Xerox® VersaLink® B400 Printer and VersaLink® B405 Multifunction Printer take your team to new levels of productivity becoming true workplace assistants. Work the way you want — from any device — with maximum security and easy connectivity to and from both cloud and network-based locations.

## EASY, OPTIMIZED PRODUCTIVITY.

Right out of the box, you'll count on your Xerox® VersaLink® B400 Printer or VersaLink® B405 Multifunction Printer to consistently and flawlessly perform the tasks that make your business work more efficiently. From IT-free installation wizards, to step-by-step configuration options, you're ready to go — hassle free.

And count on day in, day out reliability thanks to our trusted paper path technology.

VersaLink® devices are loaded with features and time-saving Xerox technologies designed to speed up information sharing and reduce inefficient workflows. Ensure information accuracy with Scan and Fax preview<sup>1</sup>, and do more with scanned documents with built-in optical character recognition (OCR)<sup>1</sup>.

Print with total peace of mind knowing that VersaLink® devices deliver a spectrum of stringent security features, including Secure Print and card authentication to control access.

## AN ENTIRELY NEW WAY TO WORK.

With the customizable 5-inch color touchscreen, you can tap, swipe and pinch your way through tasks and functions with mobile-like ease.

Preloaded Xerox® ConnectKey® Apps help optimize office efficiency, and on-screen access to the extensive Xerox App Gallery provides expanded functionality — like the optional Xerox® Easy Translator Service app<sup>1</sup>, which quickly translates scanned documents into numerous languages.

Get more done in less time by creating customized 1-Touch Apps<sup>1</sup> to automate multi-step workflows for individuals or groups. Simply tap your new app to quickly perform the job you configured. And with Simple ID, individual users and groups enter a user ID and password once, and then enjoy fast, secure access to task-specific presets, individualized favorite contacts, and commonly used apps on a personalized home screen.

## UPWARD MOBILITY FOR EVERY WORK STYLE.

The VersaLink® B400 Printer and VersaLink® B405 Multifunction Printer give you the freedom to work where and how you want — with direct connectivity to Google Drive™, Microsoft® OneDrive® and DropBox™, and access to additional options through the Xerox App Gallery.

The ability to connect and print from multiple devices is key for today's worker, and VersaLink® devices meet the challenge with Apple® AirPrint®, Google Cloud Print™, Xerox® Print Service Plug-in for Android™, Near Field Communication (NFC) Tap-to-Pair and Mopria® plus optional Wi-Fi and Wi-Fi Direct.

Learn more about why Xerox is the only choice for today's mobile professionals by visiting [www.xerox.com/Mobile](http://www.xerox.com/Mobile).

<sup>1</sup> VersaLink® B405 only

To learn more about VersaLink® device features, go to [www.xerox.com/VersaLinkEG](http://www.xerox.com/VersaLinkEG).

## XEROX® CONNECTKEY® TECHNOLOGY — THE NEXUS OF YOUR COMPLETE PRODUCTIVITY ECOSYSTEM

From Xerox — the company that created the modern workplace — we present the next revolution in workplace productivity. With a consistent user experience across a wide range of devices, mobile and cloud connectivity and a growing library of apps to expand functionality, you'll work faster, better and smarter.

### Intuitive User Experience

An entirely new — and yet entirely familiar way to interact that includes a tablet-like experience with gesture-based touchscreen controls and easy customization.

### Mobile and Cloud Ready

Instant connectivity to cloud and mobile devices right from the user interface, with access to pre-loaded, cloud-hosted services that let you work where, when and how you want.

### Benchmark Security

Full multi-level protection for both documents and data, ready to guard against and eliminate emerging threats and meet or exceed regulatory compliance.

### Enables Next Generation Services

Work more efficiently and manage resources more effectively. Easy integration of Xerox® Managed Print Services enables remote monitoring of service delivery and consumables.

### Gateway to New Possibilities

Instantly extend your capabilities with access to the Xerox App Gallery, featuring real-world apps designed to optimize digital workflows. Commission our network of partners to design innovative, business-specific solutions.

Find out more about how you'll work smarter at [www.ConnectKey.com](http://www.ConnectKey.com).





## CHOOSE THE CONFIGURATION THAT MEETS YOUR NEEDS:

**1 A 60-sheet Reversing Automatic Document Feeder (RADF)** scans two-sided originals for copy, scan and fax jobs.

**2 Card Reader Bay with embedded USB port.<sup>2</sup>**

**3 An easily accessible USB port<sup>2</sup>** allows users to quickly print from or scan to<sup>3</sup> any standard USB memory device.

**4 250-sheet output tray** with tray-full sensor.

**5 The 150-sheet Bypass Tray** handles media sizes from 3 x 5 in. to 8.5 x 14 in./76 x 127 mm to 216 x 356 mm.

**6 With the 550-sheet paper tray,** standard paper capacity totals 700 sheets (including Bypass Tray).

**7 Up to three optional 550-sheet paper trays** increase total paper capacity to 2,350 sheets.

**8 The optional Stand** provides storage for toner cartridges, paper and other supplies.

<sup>2</sup> USB ports can be disabled

<sup>3</sup> VersaLink® B405 only.



**Xerox® VersaLink® B400 Printer**  
Print.



**Xerox® VersaLink® B405 Multifunction Printer**  
Print. Copy. Scan. Fax. Email.

## INTRODUCING TOUCHSCREEN SUPERIORITY.

Meet our tiltable, 5-inch capacitive color touchscreen — the user interface that sets a higher standard for customization, personalization and versatility.

By presenting a familiar “mobile” experience — with support for gestural input and task-focused apps that share a common look and feel — fewer steps are needed to complete even the most complex jobs.

A highly intuitive layout guides you through every task from start to finish, with a natural hierarchy placing critical functions near the top of the screen and commonly used options front and center. Don't like where a function or app is located? Customize the layout to make it yours.

This unmatched balance of hardware technology and software capability helps everyone who interacts with the VersaLink® B400 Printer or VersaLink® B405 Multifunction Printer get more work done, faster.



# Xerox® VersaLink® B400/B405

ConnectKey®

Technology

The VersaLink® B400 Printer and B405 Multifunction Printer are built on Xerox® ConnectKey® Technology. For more information, visit [www.ConnectKey.com](http://www.ConnectKey.com).

DEVICE SPECIFICATIONS		VersaLink® B400	VersaLink® B405
Speed		Up to 47 ppm letter/Up to 45 ppm A4	
Duty Cycle¹		Up to 110,000 pages/month¹	
Processor / Memory		1.05 GHz Dual Core/2 GB	
Connectivity		Ethernet 10/100/1000 Base-T, High-speed USB 3.0, Wi-Fi 802.11n and Wi-Fi Direct with optional Wi-Fi Kit (concurrent wired and wireless connections supported), NFC Tap-to-Pair	
Controller Features		Unified Address Book (B405), Configuration Cloning, Scan Preview (B405), Xerox Extensible Interface Platform®, Xerox App Gallery, Xerox® Standard Accounting, Online Support	
Paper Handling	Standard	NA	<b>Reversing Automatic Document Feeder (RADF):</b> 60 sheets; Custom sizes: 5.5 x 5.5 in. (140 x 140 mm) to 8.5 x 14 in. (216 x 356 mm)
		<b>Bypass Tray:</b> Up to 150 sheets; Custom sizes: 3 x 5 in. to 8.5 x 14 in./76 x 127 mm to 216 x 356 mm	
	Optional	<b>Tray 1:</b> Up to 550 sheets; Custom sizes: 5.8 x 8.3 in. to 8.5 x 14 in./148 x 210 mm to 216 x 356 mm	<b>3 Additional Trays:</b> Up to 550 sheets each; Custom sizes: 5.8 x 8.3 in. to 8.5 x 14 in./148 x 210 mm to 216 x 356 mm
Total Capacity (std. / max.)		700 sheets/2,350 sheets	
Paper Output		250 sheets	
Automatic Two-sided Output		Standard	
Print and Copy Resolution		<b>Print:</b> Up to 1200 x 1200 dpi (enhanced)	<b>Print:</b> Up to 1200 x 1200 dpi (enhanced)
		<b>Print:</b> As fast as 8 seconds	<b>Copy:</b> Up to 600 x 600 dpi
First-Page-Out Time (as fast as)			<b>Print:</b> As fast as 8 seconds
			<b>Copy:</b> As fast as 6 seconds
Page Description Languages		PCL®5e/PCL 6/PDF/XPS/TIFF/JPEG/HP-GL/Adobe® PostScript® 3™	
INTUITIVE USER EXPERIENCE			
Customize and Personalize		Walkup customization, Personalize Home Screen by User, Multiple Home Screens with Simple ID, Customize by Site and Function or Workflow with Xerox App Gallery	
Print Drivers		Job Identification, Bi-directional Status, Job Monitoring, Xerox® Global Print Driver® and Mobile Express Driver®	
Xerox® Embedded Web Server		PC or mobile—Status Information, Responsive Design, Settings, Device Management, Cloning	
Preview		NA	Preview of Scan/Fax with Zoom, Rotate, Add Page
Print Features		Print from USB, Secure Print, Sample Set, Personal Print, Saved Job, Xerox® Earth Smart Driver Settings, Job Identification, Booklet Creation, Store and Recall Driver Settings, Bi-directional Real-time Status, Scaling, Job Monitoring, Application Defaults, Two-sided Printing (as default), Skip Blank Pages, Draft Mode	
Scan and Fax²		NA	Scan to USB/Email/Network (FTP/SMB), Scan File Formats: PDF, PDF/A, XPS, JPEG, TIFF; Convenience Features: Scan to Home, Searchable PDF, Single/Multi-Page PDF/XPS/TIFF/Password Protected PDF, Fax Features: Walk-up Fax includes LAN Fax, Direct Fax, Fax Forward to Email), Unified Address Book, Optical Character Recognition (OCR)
MOBILE AND CLOUD READY			
Mobile Printing		Apple® AirPrint®⁵, Google Cloud Print™ Ready, Mopria® Certified, Mopria® Print Service Plug-in for Android™, @PrintByXerox, Xerox® Print Service Plug-in for Android™	
Mobility Options		Xerox® Mobile Print and Mobile Print Cloud⁴, Connect via NFC/Wi-Fi Direct Printing⁴, Xerox® Mobile Link App (B405)³. Visit <a href="http://www.xerox.com/OfficeMobileApps">www.xerox.com/OfficeMobileApps</a> for available apps.	
Cloud Connectors³		Print from/Scan to⁶ Google Drive™, Microsoft® OneDrive®, Dropbox™, Microsoft Office 365®, Box®, Xerox® DocuShare® Platform⁴ and more	
BENCHMARK SECURITY			
Network Security		IPsec, HTTPS, Encrypted Email, Network Authentication, SNMPv3, SSL/TLS, Security Certificates, Pre-installed Self-signed Certificates, Cisco® Identity Services Engine (ISE) integration	
Device Access		Firmware Verification, User access and internal firewall, Port/IP/Domain Filtering, Audit Log, Access Controls, User Permissions, Smart Card Enabled (CAC/PIV.NET), Xerox® Integrated Card Reader Bay	
Data Protection		Setup/Security Wizards, Job Level Encryption via HTTPS/IPPS Submission, Encrypted Hard Disk (AES 256-bit, FIPS 140-2), Common Criteria Certification (ISO 15408), Encrypted Apps with Embedded Certificate Support	
Document Security		Secure Print, Secure Fax (B405), Secure Email (B405), Password Protected PDF (B405)	
ENABLES NEXT GENERATION SERVICES			
Print Management		Xerox® Standard Accounting, Optional: Xerox® Workplace Cloud/Suite, Nuance Equitrac, Ysoft SafeQ, PaperCut and more at <a href="http://www.xerox.com/PrintManagement">www.xerox.com/PrintManagement</a>	
Fleet / Device Management		Xerox® Device Manager, Xerox® Support Assistance, Auto Meter Read, Managed Print Services tools, Configuration Cloning	
Sustainability		Cisco EnergyWise®, Earth Smart Printing, Print User ID on margins	
GATEWAY TO NEW POSSIBILITIES			
Cloud Services		Xerox® Easy Translator (B405)⁴, Xerox® Healthcare MFP (B405 – U.S. only)⁴, CapturePoint™ (B405)⁴, many additional services available	
Xerox App Gallery		Many apps and cloud services available. Visit <a href="http://www.xerox.com/AppGallery">www.xerox.com/AppGallery</a> for a growing selection of Xerox® apps available for adding functions to the Printer/MFP	

<sup>1</sup> Maximum volume capacity expected in any one month. Not expected to be sustained on a regular basis; <sup>2</sup> Requires analog phone line; <sup>3</sup> Optional download from Xerox App Gallery to the Printer — [www.xerox.com/AppGallery](http://www.xerox.com/AppGallery); <sup>4</sup> Purchased option; <sup>5</sup> Visit [www.apple.com](http://www.apple.com) for AirPrint Certification list; <sup>6</sup> Scan to available for B405.

## Certifications

To view the latest list of certifications, go to [www.xerox.com/OfficeCertifications](http://www.xerox.com/OfficeCertifications)

## Supplies

Standard Capacity Toner Cartridge: 5,900 pages <sup>7</sup>	106R03580
High Capacity Toner Cartridge: 13,900 pages <sup>7</sup>	106R03582
Extra High Capacity Toner Cartridge: 24,600 pages <sup>7</sup>	106R03584
Drum Cartridge: 65,000 pages <sup>8</sup>	101R00554

## Options

550-sheet Feeder (B400)	497K13620
550-sheet Feeder (B405)	497K13630
Productivity Kit with 16 GB Solid State Drive Stand	097504913
Wireless Network Adapter (Wi-Fi Kit)	497K13660
External Card Reader/RFID Kit (B400)	497K16750
Internal Card Reader/RFID Kit (B405)	497K18380
	497K18120

<sup>7</sup> Average standard pages. Declared Yield in accordance with ISO/IEC 19752. Yield will vary based on image, area coverage and print mode.

<sup>8</sup> Approximate pages. Declared yield will vary depending on job run length, media size/orientation and machine speed. For more information, visit <https://www.office.xerox.com/latest/SUPGL-01.PDF>.

Configurations vary by geography.

For more detailed specifications, go to [www.xerox.com/VersaLinkB400Specs](http://www.xerox.com/VersaLinkB400Specs) or [www.xerox.com/VersaLinkB405Specs](http://www.xerox.com/VersaLinkB405Specs).

For more information, visit us at [www.xerox.com](http://www.xerox.com).

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# XEROX® ALTALINK® COLOR MULTIFUNCTION PRINTER

Smart, secure and connected Workplace Assistant.

**C8030/C8035/C8045/C8055/C8070**



ConnectKey®  
Technology



808

# Xerox® AltaLink® C8030/C8035/C8045/C8055/C8070

## Color Multifunction Printer

Xerox® AltaLink® devices provide new levels of capability and connectivity for mid-size and large workgroups and busy offices. With AltaLink®, your extended workforce has instant and secure access to the documents, data and workflows it needs to work faster and more efficiently — from every location and with any device.

### SMART AND PRODUCTIVE

From its tablet-like user interface to its right-out-of-the-box mobile-friendly connectivity options, the Xerox® AltaLink® C8000 Series is the color multifunction device today's workers have been waiting for.

Easy to manage as a standalone device or as part of an entire fleet, it's designed to enable fast multitasking and collaboration. Create customized 1-Touch Apps to automate multi-step workflows. Simply tap your new app to quickly perform the job you configured. And save time by scanning to multiple destinations, including a USB drive, network location and SMB share location, all in one operation.

With the touch of a button, you can go to our Xerox App Gallery and download simple, yet powerful, serverless apps to your AltaLink® device to increase user productivity and shorten everyday tasks.

Built-in mobile connectivity, including @PrintByXerox, Google Cloud Print™, Xerox® Print Service Plug-in for Android™, Airprint®, Mopria® and optional Wi-Fi Direct® provides the time-saving convenience your workforce wants and needs.

### POWERFUL AND SCALABLE

Provide interactive training and support right from your desktop with our remote control panel. Enable serverless fleet management with Fleet Orchestrator. Configure a single device once, then let the Fleet Orchestrator deploy and manage configurations automatically and share automated workflows across devices.

Fewer maintenance hassles, less IT support, high-capacity paper trays and the ability to print on varying paper sizes add up to increased uptime and greater productivity. Scanning, printing and faxing can be done simultaneously, allowing for multitasking during peak periods — and your choice of finishing options means you can configure your AltaLink® device for any work environment and any document type, including booklets, brochures and pamphlets.

### BUILT-IN SECURITY

Enjoy comprehensive security through our strategic approach to preventing intrusions and keeping documents and data safe. Our partnerships with McAfee® and Cisco® proactively address risks at the individual device, fleet and network level.

Multiple layers of security include data encryption, disk overwrite and industry certifications. The innovative Configuration Watchdog ensures your AltaLink® devices remain configured in accordance with your security policies.

### COLOR WHERE IT COUNTS

With high resolution output of 1200 x 2400 dpi, photo-quality color images and crisp text will give your documents clarity and impact. You can also upgrade your AltaLink® C8000 Series with the Xerox® EX-c C8000 Print Server Powered by Fiery®, enabling office users to quickly, efficiently and cost effectively print professional-looking documents.

### XEROX® CONNECTKEY® TECHNOLOGY — THE NEXUS OF YOUR COMPLETE PRODUCTIVITY ECOSYSTEM

From Xerox — the company that created the modern workplace — we present the next revolution in workplace productivity. With a consistent user experience across a wide range of devices, mobile and cloud connectivity and a growing library of apps to expand functionality, you'll work faster, better and smarter.

#### Intuitive User Experience

An entirely new — and yet entirely familiar way to interact that includes a tablet-like experience with gesture-based touchscreen controls and easy customization.

#### Mobile and Cloud Ready

Instant connectivity to cloud and mobile devices right from the user interface, with access to pre-loaded, cloud-hosted services that let you work where, when and how you want.

#### Benchmark Security

Full multi-level protection for both documents and data, ready to guard against and eliminate emerging threats and meet or exceed regulatory compliance.

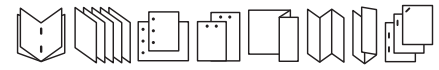
#### Enables Next Generation Services

Work more efficiently and manage resources more effectively. Easy integration of Xerox® Managed Print Services enables remote monitoring of service delivery and consumables, plus remote configuration for even more time savings.

#### Gateway to New Possibilities

Instantly extend your capabilities with access to the Xerox App Gallery, featuring real-world apps designed to optimize digital workflows. Commission our network of partners to design innovative, business-specific solutions.

Find out more about how you'll work smarter at [www.ConnectKey.com](http://www.ConnectKey.com).



## CHOOSE THE CONFIGURATION THAT MEETS YOUR NEEDS

- 1 Single-Pass Duplex Automatic Document Feeder (DADF)** saves time by simultaneously scanning both sides of two-sided documents at up to 139 impressions per minute.
- 2 Convenience Stapler** (optional) staples up to 50 sheets of 20 lb/80 gsm media.
- 3 Bypass Tray** handles up to 100 sheets of 20 lb/80 gsm, also feeds up to 110 lb Cover/300 gsm media.
- 4 Two 520-sheet adjustable trays** (standard with all configurations). Tray 1 handles media sizes up to 11.7 x 17 in./A3 and Tray 2 handles media sizes up to 12 x 18 in./SRA3.
- 5 Envelope Kit** (optional — replaces Tray 1) provides trouble-free feeding of up to 60 envelopes.
- 6 High-Capacity Tandem Tray Module** (optional) brings the total paper capacity up to 3,140 sheets.
- 7 Four Tray Module** (optional with C8030/C8035) holds a total of 2,180 sheets.
- 8 High-Capacity Feeder** (optional) holds 2,000 sheets of letter/A4 paper, increasing the maximum paper capacity to 5,140 sheets.
- 9 Business Ready (BR) Finisher** (optional) gives you advanced finishing functions at a great value.
- 10 BR Booklet Maker Finisher** (optional) provides advanced finishing with the capability to create 64-page saddle-stitched booklets (2 to 16 sheets).
- 11 C-Fold/Z-Fold Unit** (optional) adds three folds: C-fold, Z-fold and Z-half-fold to the BR Finisher or BR Booklet Maker Finisher.
- 12 Offset Catch Tray (OCT)** (standard on all configurations and included with all finishers).
- 13 Integrated Office Finisher** (optional with C8030/C8035) provides 500-sheet stacking and 50-sheet, single-position stapling.
- 14 Office Finisher LX** (optional with C8030/C8035/C8045/C8055) gives you advanced finishing functions at a great value, and offers optional crease/score and saddle-stitch booklet making capable of 60-page booklets (2 to 15 sheets).
- 15 Xerox® Integrated RFID Card Reader E1.0** (optional) adds card-based authentication with support for over 90 access cards.
- 16 Near Field Communication (NFC) Tap-to-Pair** allows users to tap their mobile device to the AltaLink® C8000 user panel and instantly connect with the MFP.



## INTRODUCING MOBILE DEVICE-LIKE TOUCHSCREEN SUPERIORITY

Meet our all-new, 10.1-inch color touchscreen — the user interface that sets a higher standard for customization, ease of use and versatility.

By presenting a familiar “mobile” experience — with support for gestural input and task-focused apps that share a common look and feel — fewer steps are needed to complete even the most complex jobs.

A highly intuitive layout guides you through every task from start to finish, with a natural hierarchy placing commonly used functions front and center. Don't like where a function or app is located? Want faster access to app settings? Easily customize the touchscreen's layout to make it yours.

This unmatched balance of hardware technology and software smarts helps everyone who interacts with the AltaLink® C8000 Series get more work done, faster. Try our new UI at [www.xerox.com/AltaLinkUI](http://www.xerox.com/AltaLinkUI).





# Xerox® AltaLink® C8030/C8035/C8045/C8055/C8070

## Color Multifunction Printer

ConnectKey®

Technology

DEVICE SPECIFICATIONS	AltaLink® C8030	AltaLink® C8035	AltaLink® C8045	AltaLink® C8055	AltaLink® C8070
Speed (Color/Black-and-White)	Up to 30/30 ppm	Up to 35/35 ppm	Up to 45/45 ppm	Up to 50/55 ppm	Up to 70/70 ppm
Monthly Duty Cycle*	Up to 90,000 pages	Up to 110,000 pages	Up to 200,000 pages	Up to 300,000 pages	Up to 300,000 pages
Hard Drive/Processor/Memory	Minimum 250 GB HDD/Intel® Atom™ Quad Core 1.91 GHz/2 MB Cache/8 GB system memory				
Connectivity	10/100/1000Base-T Ethernet, High-Speed USB 2.0 direct print, Wi-Fi Direct® with optional Xerox® USB Wireless Adapter, NFC Tap-to-Pair				
Optional Controller	Xerox® EX-c C8000 Print Server Powered by Fiery®				
<b>Copy and Print</b>	<b>Copy Resolution:</b> Up to 600 x 600 dpi; <b>Print Resolution:</b> Up to 1200 x 2400 dpi				
First-Copy-Out Time (as fast as) (from platen/warmed-up state)	8.1 seconds color/6.7 seconds black-and-white		7.8 seconds color/6.4 seconds black-and-white	7.2 seconds color/5.7 seconds black-and-white	5.2 seconds color/4.9 seconds black-and-white
First-Print-Out Time (as fast as)	6.5 seconds color/5.3 seconds black-and-white	6.4 seconds color/5.2 seconds black-and-white	6.5 seconds color/5.3 seconds black-and-white	6.0 seconds color/4.7 seconds black-and-white	4.7 seconds color/4.0 seconds black-and-white
Page Description Languages	Adobe® PostScript® 3™, Adobe PDF version 1.7, PCL 5c/PCL 6, Optional XML Paper Specification (XPS)				
<b>Paper Input</b>	Standard	<b>Single-Pass Duplex Automatic Document Feeder:</b> 130 sheets; Speed: up to 139 ipm (duplex); Sizes: 3.4 x 4.9 in. to 11.7 x 17 in./85 x 125 mm to 297 x 432 mm <b>Bypass Tray:</b> 100 sheets; Custom sizes: 3.5 x 3.9 to 12.6 x 19 in./89 x 98 mm to 320 x 483 mm (SEF) <b>Tray 1:</b> 520 sheets; Custom sizes: 5.5 x 7.2 in. to 11.7 x 17 in./140 x 182 mm to 297 x 432 mm (SEF) <b>Tray 2:</b> 520 sheets; Custom sizes: 5.5 x 7.2 in. to 12 x 18 in./140 x 182 mm to SRA3 (SEF)			
	Choose One	<b>Four Tray Module</b> (Trays 3 and 4 — available with C8030/C8035): 1,040 sheets; 520 sheets each; Custom sizes: 5.5 x 7.2 to 12 x 18 in./140 x 182 mm to SRA3 (SEF)			
	Optional	<b>High Capacity Tandem Tray Module:</b> 2,000 sheets; One 867-sheet paper tray and one 1,133-sheet paper tray; Sizes: 8.5 x 11 in./A4 <b>High-Capacity Feeder (HCF):</b> 2,000 sheets; Size 8.5 x 11 in./A4 long edge feed <b>Envelope Tray (replaces Tray 1):</b> Up to 60 envelopes: #10 Commercial, Monarch, DL, C5			
<b>Paper Output/Finishing</b>	Standard	<b>Dual Offset Catch Tray</b> (standard when finishers are not attached): 250 sheets each; Face-up Tray: 100 sheets			
	Optional	<b>Integrated Office Finisher</b> (Available with C8030/C8035): 500-sheet stacker, 50 sheets stapled, single-position stapling <b>Office Finisher LX</b> (Available with C8030/C8035/C8045/C8055): 2,000-sheet stacker, 50 sheets stapled, 2-position stapling, optional hole punch, optional booklet maker (score, saddle stitch 2 to 15 sheets (60 pages)) <b>BR Finisher:</b> 3,000-sheet stacker and 500-sheet top tray, 50-sheet multiposition stapling and 2/3-hole punching <b>BR Booklet Maker Finisher:</b> 1,500-sheet stacker and 500-sheet top tray, 50-sheet multiposition stapling and 2/3-hole punching plus saddle-stitch booklet making (2 to 16 sheets, 64 pages) and V-folding <b>C-Fold/Z-Fold Unit:</b> Adds Z-folding, Letter Z-folding and Letter C-folding to the BR Finisher and BR Booklet Maker Finisher <b>Convenience Stapler:</b> 50-sheet stapling (based on 80 gsm), includes Work Surface			

### INTUITIVE USER EXPERIENCE

Customize	Site, Function or Workflow Customization with Xerox App Gallery
Print Drivers	Job Identification, Bi-directional Status, Job Monitoring, Xerox® Global Print Driver®, Xerox® Mobile Express Driver®, Application Defaults, Xerox® Pull Print Driver
Xerox® Embedded Web Server	PC or Mobile — Status Information, Settings, Device Management, Cloning, Fleet Orchestrator, Configuration Watchdog
Remote Console/Preview	Remote Control Panel
Print Features	Print from USB, Sample Set, Saved Job, Booklet Creation, Store and Recall Driver Settings, Scaling, Job Monitoring, Application Control, Two-sided Printing, Draft Mode
Scan and Fax	Scan to USB/Email/Network (FTP/SMB), Scan File Formats: PDF, PDF/A, XPS, JPG, TIFF; Convenience Features: Scan to Home, Searchable PDF, Single/Multi-page PDF/XPS/TIFF, Password-protected PDF; Fax Features: Walk-up Fax (one-line or three-line options available, includes LAN Fax, Direct Fax, Fax Forward to Email), Fax dialing, Unified Address Book, Optical Character Recognition (OCR)

### MOBILE AND CLOUD READY

Mobile Connectivity	Apple® AirPrint®, Google Cloud Print™ Ready, Xerox® Print Service Plug-in for Android™, Mopria® Print Service Plug-in for Android, NFC, Wi-Fi Direct Printing, Xerox® Print Service Plug-in for Android™
Mobile Printing	@PrintByXerox, See more at <a href="http://xerox.com/MobileSolutions">xerox.com/MobileSolutions</a> ; <b>Optional:</b> Xerox® Workplace Cloud/Suite Mobile Print Solution. Learn more at <a href="http://xerox.com/MobilePrintApp">xerox.com/MobilePrintApp</a> .
Cloud Connectivity	Xerox App Gallery; <b>Optional:</b> Connect for Salesforce, Connect for Google Drive™, Connect for OneDrive®, Connect for DropBox™, Connect for Office 365™, Connect for Box® and more at <a href="http://xerox.com/CloudConnectorApps">xerox.com/CloudConnectorApps</a> .

### BENCHMARK SECURITY

Network Security	IPsec, HTTPS, SFTP and Encrypted Email, McAfee® ePolicy Orchestrator®, Network Authentication, SNMPv3, SHA-256 Hash Message Authentication, SSL, TLS, Security Certificates, Automatic Self-signed Certificate, Cisco® Identity Services Engine (ISE) integration
Device Access	User Access and Internal Firewall, Port/IP/Domain Filtering, Audit Log, Access Controls, User Permissions, Configuration Watchdog; <b>Optional:</b> Smart Card Enablement Kit (CAC/PIV/.NET), Xerox® Integrated RFID Card Reader E1.0, NFC standard (authentication via optional Xerox® Workplace Cloud/Suite Print Management and Content Security; learn more at <a href="http://xerox.com/WorkplaceSolutions">xerox.com/WorkplaceSolutions</a> .)
Data Protection	Encrypted Hard Disk (AES 256-bit, FIPS 140-2, Validated) and Image Overwrite, McAfee Embedded Control Whitelisting, McAfee Integrity Control (optional), Firmware Verification, Job Level Encryption via HTTPS and Drivers, Xerox® Workplace Cloud/Suite Content Security
Document Security	Common Criteria Certification (ISO 15408), Encrypted Secure Print, FIPS Encrypted Print Drivers

### ENABLES NEXT GENERATION SERVICES

Print Management	Xerox® Standard Accounting; <b>Optional:</b> Xerox® Workplace Cloud/Suite, Nuance Equitrac, Ysoft SafeQ, PaperCut and more at <a href="http://xerox.com/PrintManagement">xerox.com/PrintManagement</a> .
Fleet / Device Management	Xerox® Device Manager, Xerox® CentreWare Web, Xerox® Support Assistance, Auto Meter Read, Managed Print Services Tools, Configuration Cloning, Fleet Orchestrator
Sustainability	Cisco EnergyWise®, Print User ID on Margins, Earth Smart Print Settings

### GATEWAY TO NEW POSSIBILITIES

Xerox App Gallery	Go to <a href="http://xerox.com/AppGallery">xerox.com/AppGallery</a> to learn how you can expand the capabilities of your MFP and work in new ways with dedicated apps for business, education, healthcare and more. Available apps include Xerox® Easy Translator, Forms Manager, Connect to Concur, Remark Test Grading and Share Patient Information.
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\* Maximum volume capacity expected in any one month. Not expected to be sustained on a regular basis.

For more detailed specifications, including the latest certifications, go to [www.xerox.com/AltalinkC8000Specs](http://www.xerox.com/AltalinkC8000Specs).

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**Regular Board Meeting****7.J.****Meeting Date:** November 20, 2019**Title:** Discussion and possible action on entering into a payment in lieu of taxes with Seaboard International, Inc**Submitted For:** Bill Monroe, Purchasing**Submitted By:** Kendra Jackson**Recommended Action:** Approve**HCDE Goal(s):**  
1. Impact education/respond to evolving needs  
4. Provide cost savings by leveraging tax dollars**Additional Resource Personnel:** Dr. Jesus J. Amezcua**Facilities/Technology Approval Needed?:** None

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**Information****Posted Agenda Item:**

**Consider approval of payment-in-lieu-of-tax agreement with Seaboard International, Inc. (Seaboard)** and approval of letter of non-opposition to the application for a Foreign Trade Zone Usage-Driven Site Application.

**Subject:**

Payment in lieu of taxes with Seaboard International, Inc

**Rationale:**

Payment in lieu of taxes with Seaboard International, Inc. and HCDE non-opposition to the application for a Foreign Trade Zone Application.

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**Fiscal Impact****Attachments**

Pilot Agreement

Letter of Non-Opposition

FTZ Map

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**Form Review****Inbox**

Assistant Superintendent - Business

Form Started By: Kendra Jackson

Final Approval Date: 11/04/2019

**Reviewed By**

Jesus Amezcua

**Date**

11/04/2019 09:46 PM

Started On: 10/21/2019 07:42 AM

## **PAYMENT-IN-LIEU-OF-TAX AGREEMENT**

### **FOREIGN TRADE ZONE**

This Agreement is entered by and between **Harris County Department of Education**, ("HCDE"), and **Seaboard International, Inc.**, ("Seaboard") upon terms and conditions set forth herein.

#### **RECITALS**

WHEREAS, Seaboard is seeking to bring merchandise into a Foreign Trade Zone Site located within the geographical boundaries of 13822 Furman Rd., Houston, Harris County, Texas 77047, which site is within FTZ # 84, a foreign trade zone established, operated, and maintained by the Port of Houston, and which site is described in Exhibit A, attached hereto and incorporated for all purposes, (hereinafter, "the Property");

WHEREAS, the non-opposition of HCDE to Seaboard's application to the Port of Houston Authority for the admission and handling of merchandise in the zone is critical for Seaboard to obtain the Activation;

WHEREAS, Seaboard's intent is not to cause financial harm to HCDE as a result of its Activation in the Foreign Trade Zone Site; and,

WHEREAS, the establishment of a Foreign Trade Zone site at the aforementioned location will spur economic activity and growth, benefitting the local economy.

NOW, THEREFORE, it is agreed by HCDE and Seaboard that:

#### **A. DEFINITIONS**

When used herein, the words below have the following definitions:

1. FTZ Board – Foreign-Trade Zones Board of the U.S. Department of Commerce.
2. HCDE – Harris County Department of Education.
3. Seaboard – Seaboard International, Inc.

4. Customs – Bureau of Customs and Border Protection of the U.S. Department of Homeland Security.
5. FTZ Exemption – 19 U.S.C. Section 81o(e) federal taxation exemption for certain FTZ Inventory located in a Foreign Trade Zone.
6. FTZ Inventory – Any tangible personal property held in the FTZ Site that would otherwise be taxable by HCDE that may qualify for the FTZ Exemption and is not otherwise exempt from ad valorem taxation under the laws of the State of Texas.
7. FTZ Site – The tract described in Exhibit A with the current physical address of 13822 Furman Rd., Houston, Texas 77047.
8. HCAD – Harris County Appraisal District.
9. Interest – Interest payable on delinquent tax or other amounts owed to HCDE.
10. Letter – The Letter of Non-Opposition from HCDE.

## **B. OBLIGATIONS**

1. Exempted Personal Property. Both Parties agree and understand that the FTZ Inventory at the FTZ Site may or may not belong to Seaboard or its successors, but may belong to third parties who locate their facilities or personal property within the FTZ Site.
2. Letter of Support. In consideration for the promises, financial contributions, and other consideration stated herein, HCDE agrees to execute the Letter in the form shown in Exhibit B attached hereto and incorporated herein for all purposes.
3. Tax-Equivalent Payment.
  - (a) Seaboard agrees that with respect to each year that all or any portion of the FTZ Inventory within an activated FTZ Site on the valuation date for taxation purposes otherwise applicable to personal property inventory held by Seaboard, or held by a tenant of Seaboard, Seaboard will make a tax-equivalent payment to HCDE in the amount of the following formula:
    - (i) the Market Value of FTZ Inventory at the FTZ Site, multiplied by
    - (ii) the current year tax rate adopted by HCDE, or any other taxing entity on behalf of HCDE.

(b) The Market Value of Seaboard business personal property will be computed annually by the HCAD or its successors and provided to Seaboard as part of the annual certified appraisal roll. In the event such Market Value of Seaboard business personal property is not provided to Seaboard or Seaboard disputes the calculation of such Market Value of Seaboard business personal property, then HCDE shall compute such value, only after Seaboard exhausts its appeal rights by law. Seaboard agrees to furnish any and all documents and permit such inspections and audits of records by HCDE to permit HCDE to calculate such Market Value of Seaboard business personal property. Should Seaboard choose to lease or sub-lease space to others within the FTZ Site, then Seaboard shall require its tenants and sub-tenants to provide all information necessary for the HCAD or its successor, or HCDE, if necessary, to calculate the Market Value of the tenant or sub-tenant business personal property.

(c) Payment is due from Seaboard to HCDE on or before February 1st of the year following the year for which payment is being made. Interest for late payments shall be calculated at the rate described in the applicable provisions of the Texas Tax Code or its successor statute.

4. Tax Obligation. Seaboard acknowledges that this Agreement does not affect any tax obligations of Seaboard to HCDE, including those based on real property or personal property not held within the FTZ Site.

5. Severability. To the extent permitted by law, a holding by any court that any part or any provision in this Agreement is invalid, illegal or unenforceable in any respect shall not affect any other provision, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been a part of the Agreement.

6. Non-Waiver of Rights. This Agreement may not be amended except in a writing specifically referring to this Agreement and signed by HCDE and Seaboard. Any right created under this Agreement may not be waived, except in a writing specifically referring to this Agreement and signed by the party waiving the right.

7. Termination by Change in FTZ Site Activation. This Agreement shall remain in effect so long as the FTZ Site is designated and activated as a Foreign Trade Zone Site by the FTZ Board and Customs.

8. Liquidated Damages. If for any reason Seaboard should fail to make the contribution in accordance with paragraph 3 above, the parties agree that the amount of taxes that would have been imposed upon any Seaboard business personal property plus the amount of Interest calculated in accordance with sub-paragraph 3(c) shall serve as liquidated damages to HCDE. Further, Seaboard shall be liable for the reasonable attorney's fees and costs of collection should any action be required in order to compel payment of the liquidated damages from Seaboard to HCDE.

9. Request for Deactivation for Breach. If for any reason Seaboard should fail to make the tax-equivalent payment in accordance with paragraph 3 above, HCDE shall notify Port of Houston Authority of HCDE's withdrawal of its concurrence for Seaboard's activation and shall request that Seaboard be deactivated from operating in the FTZ Site.

10. Notices. Any notice provided or permitted to be given pursuant to this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage prepaid, certified mail, with return receipt requested, by fax (with confirmation of receipt), by personal delivery service or nationally recognized air courier service. For purposes of notice, the addresses of the parties shall be as set forth below:

SEABOARD INTERNATIONAL, INC.:

Scott Lindsey  
Weir Oil & Gas  
8300 FM 1960 West  
Houston, TX 77070

HCDE:

James Colbert, Jr.  
County School Superintendent  
6300 Irvington Boulevard  
Houston, Texas 77022

With Copy to:

Alliance Operating Services  
Kathy Wilkins  
P.O. Box 96257  
Southlake, Texas 76092

13. Governing Law and Venue. This agreement shall be governed by the laws of the State of Texas. The exclusive and mandatory venue for any action concerning this Agreement shall be in a court of competent jurisdiction in Harris County, Texas.

14. Entire Agreement. This Agreement constitutes the entire understanding between the parties and supersedes any prior negotiations, discussions, agreements, and understandings between the parties with respect to the subject matter of this Agreement.

EFFECTIVE DATE: The date last executed below.

AGREED:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF TEXAS

ACKNOWLEDGMENT

COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their act and deed in their official capacity and for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public in and for Harris County,  
State of Texas

STATE OF TEXAS

ACKNOWLEDGMENT

COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same as their act and deed in their official capacity and for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public in and for Harris County,  
State of Texas



October 21, 2019

Mr. Shane Williams  
Foreign Trade Zone Administrator  
Port of Houston Authority  
111 East Loop North  
Houston, Texas

Re: **PROPOSED FOREIGN TRADE ZONE USAGE-DRIVEN DESIGNATION  
SEABOARD INTERNATIONAL, INC.  
HOUSTON, HARRIS COUNTY, TEXAS**

Mr. Williams:

Seaboard International, Inc. ("Seaboard") has requested the Harris County Department of Education ("HCDE") provide a letter of non-opposition to the approval of a Foreign Trade Zone Usage-Driven Site application for adjacent property located within Houston, Harris County, Texas, at the following address, respectively:

- 13822 Furman Road, Houston, Texas 77047

HCDE does not object to Seaboard's Foreign Trade Zone Usage-Driven Site application. Please find the attached resolution from the HCDE Board of Trustees memorializing HCDE's concurrence. If you have any questions or need additional information, please feel free to contact me directly at 713-696-8210.

Sincerely,

James Colbert, Jr.  
County School Superintendent



Seaboard International Inc  
13822 Furman Rd, Houston, TX 77074

**Regular Board Meeting****7.K.****Meeting Date:** November 20, 2019**Title:** EHS CCP and HS Service Agreement and Addendum for Julie Smith**Submitted For:** Venetia Peacock, Head Start**Submitted By:** Sharon McBride**Recommended Action:** Approve**HCDE Goal(s):** 2. Deliver value responsibly  
3. Advocate for learners through innovation**Additional Resource Personnel:** Jonathan Parker, Venetia Peacock, Dr. Jesus Amezcua, Bill Monroe, Kendra Jackson**Facilities/Technology Approval Needed?:**

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**Information****Posted Agenda Item:**

**Consider approval of the Service Agreement, with Julie Smith (RFP #15/056KJ) to provide disability consulting services to the HCDE Head Start - Early Head Start, and EHS Child Care Partnerships sites** for the period of 01/01/2020 through 12/31/2020 in the aggregate amount of \$65,000 (\$50,000 for Head Start and \$15,000 for Early Head Start - CCP) (fully funded by Head Start funds).

**Subject:**

EHS CCP and HS Service Agreement and Addendum for Julie Smith

**Rationale:**

Consultant will provide services as outlined in the scope of work to HCDE Head Start, Early Head Start, and EHS Child Care Partnership sites, not to exceed an aggregate amount of \$65,000, including \$50,000 for Head Start and \$15,000 for Early Head Start - CCP. (Fully funded by Head Start funds) . Contract shall cover the time period of 01/01/2020 through 12/31/2020.

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**Fiscal Impact****Attachments**

Service Agreement.JSmith2020

Addendum.JSmith2020

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**Form Review****Inbox**

Head Start  
Purchasing Alternate  
Purchasing  
Assistant Superintendent - Business  
Form Started By: Sharon McBride  
Final Approval Date: 11/04/2019

**Reviewed By**

Venetia Peacock  
Kendra Jackson  
Bill Monroe  
Jesus Amezcua

**Date**

10/28/2019 03:25 PM  
11/01/2019 07:58 AM  
11/01/2019 09:47 AM  
11/04/2019 09:46 PM  
Started On: 10/28/2019 01:53 PM



## SERVICES AGREEMENT FOR HCDE EXPENDITURES

This Services Agreement ("Agreement") is made and entered into by and between the Harris County Department of Education ("HCDE"), located in Houston, Texas 77022, and Julie Smith ("Contractor"), located in Houston, Texas 77007, for Contractor to provide services to HCDE in accordance with the terms and conditions specified herein.

### Recitals

HCDE is a political subdivision of the State of Texas, established to promote education in Harris County, Texas. Both HCDE and Contractor desire to set forth in writing the terms and conditions of their agreement. In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound agree as follows:

1. **Purpose.** HCDE agrees to retain Contractor and Contractor agrees to provide services to HCDE as Contractor and to perform the duties and all necessary labor and resources needed to provide the services set forth in Paragraph 3 – Scope of Work. Contractor shall also perform such other related services and duties as are customarily performed by a Contractor in a similar position.
2. **Term.** This Agreement is for services beginning January 1, 2020 and ending December 31, 2020 ("Term"). All extensions of this Agreement shall be subject to the terms and conditions specified herein.
3. **Scope of Work.** Exhibit A includes a detailed Scope of Work that sets out the services (hereinafter "Services") Contractor agrees to provide.
4. **Independent Contractor Status.** It is the intention of the parties that Contractor be an independent contractor and not an employee, agent, joint venturer, or partner of HCDE. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between HCDE and either Contractor or any employee or agent of Contractor. As an independent contractor, Contractor will be solely responsible for determining the means and methods for performing the Services and shall furnish all tools, materials, transportation, and personal incidentals necessary in the performance of the Services. Contractor shall be responsible for any and all applicable social security and personal income taxes that may become due as a result of any payments made by HCDE hereunder and Contractor shall indemnify and hold HCDE harmless in this regard.
5. **Review of Progress.** Contractor will work to meet all timelines mutually established by Contractor and HCDE. HCDE reserves the right to monitor the progress of Contractor.
6. **Changes & Amendments.** During the Term of the Agreement (see Paragraph 2), HCDE and Contractor reserve the right to make changes to the Services the Contractor is required to provide pursuant to this Agreement. This Agreement may be amended only by the mutual agreement of the parties, in writing to be attached to and incorporated in this Agreement. All such changes shall be made in writing and agreed to by both parties.
7. **Assignment.** Neither this Agreement nor any duties or obligations under it shall be assignable by Contractor without the prior written acknowledgement and authorization of HCDE.

**8. Compensation.** HCDE will pay Contractor an amount not to exceed for Head Start \$45,500.00 and \$15,000.00 for Early Head Start for Services provided in Exhibit A. Contractor will invoice HCDE periodically throughout the Term of the Agreement in accordance with Section 29 of this Agreement. HCDE is Texas sales and use tax exempt and will not reimburse Contractor for any Texas sales taxes incurred by Contractor. In the event that any payment(s) to Contractor under this Agreement are subsequently disallowed by a state or federal grant awarding agency or in the event that HCDE is required to refund any funding received from a state or federal grant awarding agency relating to Contractor's Work, to the maximum extent permitted by applicable law, Contractor shall repay to HCDE, on demand, the amount of any such disallowed costs and/or refund. HCDE may, in its sole discretion, deduct the amount(s) of any such disallowed costs and/or refund(s) from subsequent payments to Contractor under this Agreement.

**9. Intellectual Property.** Contractor represents that it has all intellectual property rights necessary to enter into and perform its obligations in this Agreement.

**10. Ownership of Work Product.** All work product, including any concepts, products, software, research, reports, studies, data, photographs, negatives, or other documents, drawings or materials prepared by Contractor in the performance of its obligations under this Agreement will be deemed works for hire and the exclusive property of HCDE, the Texas Education Agency, the State of Texas, and/or the federal government, as applicable. Contractor shall deliver all such materials to HCDE upon completion, termination, or cancellation of this Agreement. Any programs, data, or other materials furnished by HCDE for use by Contractor in connection with the Services performed under this Agreement will remain HCDE's property. Any pre-existing programs, data, or other materials furnished and owned by Contractor for use by Contractor in connection with the Services performed under this Agreement will remain Contractor's property.

**11. Professional Services.** This Agreement (check applicable box) ☐ is / ☒ is not for professional services and governed by the Professional Services Procurement Act, TEX. GOV'T CODE Chp. 2254. Contractor represents and warrants that Contractor has demonstrated competence and possesses qualifications to perform the Services and is performing the Services for a fair and reasonable price. Contractor further represents and warrants that the professional fees under the Agreement do not exceed any maximum provided by law.

**12. Conflict of Interest.** During the Term of Contractor's service to HCDE, Contractor shall not, directly or indirectly, whether for Contractor's own account or for or with any other person or entity whatsoever, employ, solicit, or endeavor to entice away any person who is employed by HCDE.

**13. Criminal History Certification.** Contractor shall complete the "Criminal History Certification" regarding the criminal history of covered employees and the "Felony Conviction Notice," both of which are incorporated by reference herein. Noncompliance or misrepresentation regarding these certifications may be grounds for termination of this Agreement.

**14. Indemnity.** TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS HCDE, ITS TRUSTEES, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ALL LIABILITY, LOSS, EXPENSE (INCLUDING REASONABLE



LITIGATION COSTS AND ATTORNEY'S FEES), OR CLAIMS FOR INJURY OR DAMAGES ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT (COLLECTIVELY, "CLAIM") TO THE EXTENT THE CLAIM ARISES FROM THE NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT, OR VIOLATION OF LAW BY CONTRACTOR, ITS EMPLOYEES, AGENTS, CONTRACTORS, OR SUBCONTRACTORS.

**15. Non-appropriation of funds.** The Term of this Agreement is a commitment of HCDE current revenue only. Notwithstanding anything to the contrary in this Agreement, HCDE is obligated to make payments only as approved each year by HCDE's Board of Trustees. HCDE's Board of Trustees retains the right to terminate the Agreement at the expiration of each budget period of HCDE. To the extent that HCDE will use federal grant funds to fulfill its obligations under this Agreement, Contractor acknowledges that federal funds will be used to pay for all or a portion of funds due under this Agreement and that this Agreement is only effective upon receipt of the Notice of Grant Award ("NOGA") by HCDE from the awarding agency. As such, if HCDE does not receive sufficient funding for the services provided in this Agreement, HCDE may terminate this Agreement without penalty or further obligation to Contractor, at any time upon written notice to Contractor. Services rendered in accordance with this Agreement shall be funded by Head Start Federal Funds. Payment for services rendered shall be allocated as follows: 100% funded by Head Start.

**16. Non-Exclusivity.** Nothing in this Agreement may be construed to imply that Contractor has the exclusive right to provide HCDE Services. During the Term of this Agreement, HCDE reserves the right to use all available resources to procure other services as needed and doing so will not violate any rights of Contractor.

**17. Performance.** Contractor agrees that Contractor's Services will be performed with reasonable care, skill, judgment, and experience in a professional business-like manner, with no direct supervision from HCDE. If Contractor is unable to complete the work in this manner based on the mutually agreed upon time, Contractor shall notify HCDE's Senior Director of Head Start in writing.

**18. Termination.** Either party for any reason upon thirty (30) days written notice may terminate this Agreement without cause. HCDE will be responsible for payment for Services that have been accepted by HCDE up to the termination date.

HCDE may, by written notice, immediately terminate this Agreement if Contractor has defaulted in whole or in part, refuses or fails to comply with the provisions of this Agreement, fails to make progress, does not cure such failure after written notice within a reasonable period of time, or fails to perform the Services within the same time period specified or any written extension thereof. In such event, HCDE may obtain comparable Services elsewhere and either deduct the costs of obtaining such Services from any amount owed Contractor or Contractor shall reimburse HCDE for such costs incurred by HCDE.

**19. Inspection and Acceptance of Service.** HCDE reserves the right to inspect the Services provided under this Agreement at all reasonable times and places during the Term. If any of the Services do not conform to the requirements set forth in this Agreement, HCDE may (i) require Contractor to perform the Services again in conformity with such requirements, with no additional charge to HCDE; or (ii) equitably reduce payment due Contractor to reflect the reduced value of the Services performed. These remedies do not limit other remedies available to HCDE in this Agreement or otherwise available by law.

**20. Subcontractors.** If HCDE gives written permission for Contractor to subcontract any of the Services, Contractor shall ensure that each subcontractor complies with all provisions of this Agreement. Contractor shall require each subcontractor to maintain and to furnish Contractor with satisfactory evidence of Workers Compensation, Employer's Liability and such other forms and amounts of insurance which Contractor deems reasonably adequate. Contractor will remain liable for the acts and omissions of such subcontractor(s) and the proper performance and delivery of the Services.

**21. Insurance.** Unless an appropriate HCDE representative agrees to waive the requirements by initialing the designated space near the signature block below, Contractor shall comply with all of HCDE's insurance requirements. Contractor shall provide Certificates of Insurance evidencing the Insurance Requirements prior to the start of work. Contractor shall maintain insurance coverage in the amounts specified by HCDE. Certificates of Insurance on the current ACORD form shall be issued to HCDE showing all required insurance coverage.

**22. Force Majeure.** The parties to this Agreement may be excused from performance hereunder during the time and to the extent that they are prevented from performance due to an act of God, fire, strike or lockout, when satisfactory evidence thereof is presented to the other party and provided that such non-performance is not due to the fault of the non-performing party.

**23. Notice.** Any notice provided under the terms of this Agreement by either party to the other shall be in writing and may be affected by certified mail, return receipt requested. Notice to either party shall be sufficient if made or addressed as to the address listed in the signature line of this Agreement.

Each party may change the address at which notice may be sent to that party by giving notice of such change to the other party by certified mail, return receipt requested.

**24. Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to its conflicts of laws provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be a court of competent jurisdiction in Harris County, Texas.

**25. No Waiver of HCDE's Immunity.** The execution of this Agreement and the performance of HCDE of any of its obligations hereunder are not, and are not intended to waive or relinquish, and HCDE shall not waive or relinquish, any governmental, sovereign immunity or defense from or to liability or prosecution available to HCDE, its trustees, officers, employees, or agents under federal or Texas laws.

**26. Entire Agreement.** The Agreement, the procurement solicitation issued by HCDE, RFP # 15/056KJ, Contractor's proposal submitted in response to HCDE's procurement solicitation, and the attached and incorporated addendum, exhibits, and documents/forms contain the entire agreement of the parties relative to the purpose(s) of the Agreement and supersede any other representations, agreements, arrangements, negotiations, or understanding, oral or written, between the parties to this Agreement. In the event of a conflict between this Agreement and the procurement solicitation issued by HCDE or Contractor's proposal submitted in response to HCDE's procurement solicitation, this Agreement shall control. In the event of a conflict between the procurement solicitation issued by HCDE and Contractor's proposal submitted in response to HCDE's procurement solicitation, HCDE's procurement solicitation shall control. This Agreement supersedes any conflicting terms and conditions on any purchase or work orders, invoices,



checks, order acknowledgements, forms, purchase orders, or similar commercial documents relating hereto and which may be issued by Contractor after the Effective Date of this Agreement.

**27. Severability.** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

**28. Debarment and Suspension.** Pursuant to Executive Orders 12549 and 12689, a contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. When federal funds are expended by HCDE under this Agreement, Contractor certifies that during the term of this Agreement, Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Contractor shall immediately provide written notice to HCDE if at any time Contractor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. HCDE may rely upon Contractor’s certification that Contractor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless HCDE knows the certification is erroneous.

**29. Invoices.** Contractor is required to submit original invoices to the HCDE Business Office ATTN: Accounts Payable. The invoices can be mailed through the postal service to HCDE Business Office ATTN: Accounts Payable, 6300 Irvington Boulevard, Houston, Texas 77022, or emailed to [accountspayable@hcde-texas.org](mailto:accountspayable@hcde-texas.org).

The invoices should include the following:

1. Date of invoice
2. Period of service
3. List of services provided
4. Location where services were provided
5. Invoice number
6. Contact information
7. Deliverables under the contract
8. Certification of service provided through a signature by company representative

Contractor is required to submit to HCDE a completed IRS Form W-9, Criminal History Certification, Felony Conviction Notice, Conflict of Interest Questionnaire, and any other forms required of HCDE before payment is rendered. Payment to Contractor shall be made only after Services are performed and not before. Advance payment to Contractor is strictly prohibited.

Contractor shall submit invoices within a timely manner during HCDE’s fiscal year in which the good(s) and/or services are purchased. In accordance with Texas Government Code § 2251.021, payments are due to Contractor within forty-five (45) days after the later of the following: (1) the date HCDE receives the



goods under the Agreement; (2) the date the performance of the service under the Agreement is completed; or (3) the date HCDE receives an invoice for the goods or service. Contractor agrees to pay any subcontractors, if any, the appropriate share of the payment received from HCDE not later than the tenth (10th) day after the date Contractor receives the payment from HCDE. The exceptions to payments made by HCDE and/or Contractor listed in Texas Government Code § 2251.002 shall apply to this Agreement.

Failure to send the invoices to the Accounts Payable Office will delay payment. Contractor certifies that no work has been performed before the effective date of this Agreement. Invoices submitted by Contractor for work performed prior to the effective date of the Agreement may not be honored by HCDE, in HCDE's sole discretion.

**30. Compliance with Applicable Laws.** Contractor agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances, as applicable, including, but not limited to the Education Department General Administrative Regulations ("EDGAR"), 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81. If applicable, Contractor certifies compliance with all provisions, laws, acts, regulations, rules, and ordinances as detailed in HCDE's Certifications form, "Required Contract Provisions for Non-Federal Entity Contracts under Federal Awards – Appendix II to 2 CFR Part 200," which is incorporated by reference herein. Contractor further certifies compliance with all applicable provisions, laws, acts, regulations, rules, and ordinances, including those referenced in any HCDE vendor packet completed by Contractor, which is incorporated by reference herein.

Contractor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. Contractor further certifies and verifies that neither Contractor, nor any affiliate, subsidiary, or parent company of Contractor, if any (the "Contractor Companies"), boycotts Israel, and Contractor agrees that Contractor and Contractor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

**31. Confidential Data of HCDE.** In the course of performing duties under this Agreement, Contractor may view, obtain, or have access to financial, accounting, statistical, personnel, and other information of a confidential nature concerning students and school districts being served by HCDE and employees of HCDE. All such information is confidential and shall not be disclosed, directly or indirectly, to any person other than authorized officials of HCDE, either during the Term of this Agreement or after such Term.

Contractor acknowledges that HCDE would be irreparably injured if Contractor were to disclose such information to third parties not entitled to receive such information or to misappropriate such confidential information for Contractor's own purposes or benefit and that money damages would not compensate HCDE for such irreparable injury.

Contractor further acknowledges that to the extent Contractor receives confidential student information during the performance of duties under this Agreement, Contractor is considered a "school official" in accordance with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, and shall not disclose confidential student information or education records.

32. **Warranties.** All goods and/or services provided by Contractor under this Agreement must be warranted to be free from defects in material, workmanship, and free from such defects in design for a period of one (1) year upon the later of HCDE's acceptance of the product and/or service or payment of the applicable invoice. Contractor warrants that all goods and/or services furnished under this Agreement shall conform in all respects to the terms of this Agreement, including any drawings, specifications, and/or standards incorporated herein, including, without limitation, those detailed in the procurement solicitation issued by HCDE. In addition, Contractor warrants that goods and/or services are suitable for and will perform in accordance with the purposes for which they are intended. Contractor shall assume all liabilities incurred within the scope of consequential damages and incidental expenses, as set forth in the vendor or manufacturer's warranty, which result from either delivery or use of product, which does not meet the specifications within this Agreement or the solicitation procurement.

**Insurance Requirements Waiver** – IF the Insurance Requirements are not applicable to the Services or if HCDE otherwise chooses to waive such requirements for purposes of this Agreement, the appropriate HCDE representative may waive the requirements by initialing here: →

Otherwise, Contractor must satisfy the Insurance Requirements specified in this Agreement.

In witness whereof, HCDE and Contractor have executed this Agreement to be effective on the date specified in Term above:

Julie Smith

Harris County Department of Education

By: Julie Smith  
(Signature)

By: \_\_\_\_\_  
(Signature)

Julie Smith  
243 Birdsall  
Houston, TX 77007  
713-854-1640

Jesus Amezcua, Ph.D., CPA, RTSBA  
Assistant Superintendent –Business Services  
6300 Irvington Blvd  
Houston, TX 77022-5618  
713-696-1371  
713-696-0740



**EXHIBIT A**  
**SCOPE OF WORK**

Contractor	HCDE
<ul style="list-style-type: none"> <li>• Services/Obligations</li> </ul> <p>Consultant shall provide consultation services in accordance with the guidelines for HCDE Head Start and the Texas Education Agency including, but not limited to:</p> <ul style="list-style-type: none"> <li>• Facilitating the ongoing development and design of models for the delivery of services for children with disabilities between community agencies (LEA, ECI, Charter Schools) and other service providers as stated in the HCDE Head Start established Memorandums of Understanding (MOUs).</li> <li>• Conferencing with parents of children who are recommended for further evaluation by the school district.</li> <li>• Supporting and encouraging parent involvement in all aspects of the HCDE Head Start Program by providing relevant information and education for parents of children with disabilities.</li> <li>• Following up with parents and school districts regarding children referred for further assessment.</li> <li>• Attending Admission, Review and Dismissal (ARD) meetings representing HCDE Head Start, as requested.</li> <li>• Connecting families to other disabilities services through community agencies as needed.</li> <li>• Providing consultation in the development of policies, procedures, and tracking systems for creating effective and integrated service delivery.</li> <li>• Facilitating the identification of and possible solutions to establish program priorities for children with disabilities.</li> <li>• Providing guidance and technical assistance in the evaluation procedures to identify and serve children with disabilities.</li> <li>• Meeting and planning with members of the Head Start staff when requested to determine processes and procedures to maintain compliance with HHPS and guidelines.</li> </ul>	<ul style="list-style-type: none"> <li>• Obligations</li> </ul> <p>HCDE shall provide tangibles in accordance with the guidelines for HCDE Head Start and the Texas Education Agency including, but not limited to:</p> <ul style="list-style-type: none"> <li>• Providing a workspace, phone, email account, access to technology, facilities, and other office supplies as necessary.</li> </ul>

- Serve as a consultant to the Education and Special Services Team supporting the interdisciplinary team's effort in the integrated service models of instruction.
- Providing training regarding speech and language disorders and other topics relating to disabilities services.
- Participating in the design of follow-up procedures, monitoring strategies and the development of instructional accommodations to ensure children's success in the educational program.
- Consult with staff in the development of student assessment procedures to ensure tracking of children and family outcomes.
- Participating in the design and implementation of speech language screening process and the on-going monitoring of student's skill acquisition to ensure procedures for screenings are meeting compliance standards.
- Participating in the design and implementation of training and monitoring of teaching staff knowledge and skills in services delivery to children with disabilities.
- Providing expertise in the identification of and program design for children with Disabilities, including speech language disorders.
- Collaborating with classroom staff to plan and implement classroom-based interventions to ensure children with disabilities continue to benefit and are included in the Head Start curriculum.
- Collaborating with classroom teaching staff to plan and implement classroom-based interventions
- Consulting with teaching staff and assisting in the development of individualized plans for children suspected or identified with speech language delays.
- In collaboration with the Education and Special Services Coordinators, monitor and evaluate students' progress.
- Perform needed observations of children's speech and language acquisition to determine further needs.
- Offer expertise to the Education and Special Services Team when preparing documentation for referral requests for further evaluation.
- Writing and filing progress notes, reports, and other documents as appropriate or requested.

- Providing other services as requested.
- Provided Documentation of services via site visit and/or reports to Center Managers, Education and Special Services Coordinators and the Education and Special Services Manager as requested.

Work performed for Head Start not exceed \$45,500.00 and Early Head Start not to exceed \$15,000.00 totaling \$60,500.00 – January 1, 2020 through December 31, 2020



## **ADDENDUM TO SERVICES AGREEMENT FOR HEAD START**

THIS ADDENDUM to Services Agreement for HCDE Expenditures (“Addendum”) shall amend, supplement, modify, delete and replace by substitution (or where applicable, be inserted as) the indicated provisions of the Agreement. Wherever the terms hereof are inconsistent with the Agreement, the terms hereof shall be controlling.

### **SUPPLEMENTARY TERMS OF AGREEMENT**

#### **1. Government Subcontract.**

A. This Addendum between HCDE and Contractor is entered into in support of, and subject to the requirements of, the following U.S. Government Contract(s): ☐ Grant Award Number 06CH7177, with the effective date of 01/01/2017 between HCDE and the U.S. Department of Health and Human Services (“HHS”) and any amendment thereto, ☐ Grant Award Number 06CH0028, with the effective date of 09/01/2016 between HCDE and HHS and any amendment thereto, as well as any U.S. Government Contract or grant award hereinafter given to HCDE (collectively, the “Prime Contract”), which are incorporated herein by reference for all purposes.

B. The Parties agree that the recitation of any requirement of the Prime Contract in this Addendum shall in no way affect those requirements of the Prime Contract not recited herein or constitute a waiver thereof by either Party.

C. Pursuant to the Prime Contract, the Prime Contract is subject to certain terms, conditions, and requirements, which are incorporated by reference herein for all purposes, including, but not limited to, the HHS Grants Policy Statement (“HHS GPS”). Unless an exception is specified, such terms, conditions, and requirements apply to Contractor and to a Subcontractor to the same extent that they apply to HCDE under the Prime Contract. Any reference herein to the obligations or requirements of the Prime Contract includes any and all such terms, conditions, and requirements.

D. In the event that Contractor enters into a Subcontract, Contractor must include in any such Subcontract all applicable terms, conditions, and requirements of the Prime Contract. Contractor must also include any additional requirements imposed by this Addendum. If required by the Prime Contract or by this Addendum, Contractor shall recite specific terms, conditions, and requirements in any Subcontract including, but not limited to, the terms of this Article 1.

E. The Parties agree that their performance under this Addendum shall comply with the requirements of the Prime Contract at all times and that, in the event of a conflict between this Addendum and the requirements of the Prime Contract, the requirements of the Prime Contract shall control.

F. Contractor agrees that the mutual obligations of the Parties created by the Prime Contract constitute a contract between Contractor and HHS with respect to the matters covered in the Prime Contract.

G. Definitions. As used in the clauses referenced below and otherwise in this Addendum:

1. “Work” means the doing of all things described in, and all tasks reasonably related to the work and services required by this Addendum, whether completed or partially completed, and includes all skill, labor, materials and supplies, resources, supervision, equipment, services, all things necessary, proper, or incidental to the carrying out and completion of the terms of this Addendum, and all other items of cost or value needed to perform and fulfill Contractor’s obligations under this Addendum.
2. “Government” means the federal government entity established by the United States Constitution, including any part or sub-part of the legislative, executive, or judicial branches thereof.
3. “Data” means recorded information, regardless of form or the media on which it may be recorded, and includes writings, films, sound recordings, pictorial reproductions, drawings, designs, or other graphic representations, procedural manuals, forms, diagrams, work flow charts, equipment descriptions, data files, data processing or computer programs (software), statistical records, and other research data.
4. “Research Data” means the recorded factual material commonly accepted in the scientific community as necessary to validate research findings, and excludes preliminary analyses; drafts of scientific papers; plans for future research; peer reviews; communications with colleagues; physical objects, such as laboratory samples, audio or video tapes; trade secrets; commercial information; materials necessary that a researcher must hold confidential until they are published, or similar information which is protected under law; and personnel and medical information and similar information the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, such as information that could be used to identify a particular person in a research study.
5. “Subcontractor” means a person or entity that has a direct contract with Contractor to perform a portion of the Work. The term “Subcontractor” is referred to throughout the Addendum as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term “Subcontractor” does not include a person or entity that has a direct contract with HCDE.
6. “Subcontract” means a direct contract between Contractor and a Subcontractor to perform a portion of the Work and does not include any contract to which HCDE is a party.
7. “Forced Labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
8. “Private Entity” means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25 and includes a nonprofit organization,



including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b), and a for-profit organization.

9. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the Trafficking Victims Protection Act of 2000 ("TVPA"), as amended (22 U.S.C. 7102).

## **2. Access to Records.**

Contractor shall retain financial records, supporting documents, statistical records, and all other records pertinent to this Addendum for a period of three years from the last day of the Term. The only exceptions to the aforementioned records retention requirements are the following:

1. If any litigation, dispute, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, dispute, or audit findings involving the records have been resolved and final action is taken.
2. Records for real property and equipment acquired with Federal funds shall be retained for three years after final disposition.

A. HHS, the Inspector General, Comptroller General of the United States, or any of their duly authorized representatives, have the right of timely and unrestricted access to any books, documents, papers, or other records of Contractor that are pertinent to this Addendum, in order to make audits, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to Contractor's personnel for the purpose of interview and discussion related to such documents. The rights of access provided for in this Addendum are not limited to the required retention period, but shall last as long as the records are retained.

B. With respect to subcontracts under this Addendum, HHS shall retain the right to conduct a financial review, require an audit, or otherwise ensure adequate accountability of organizations expending HHS funds. Contractor agrees to include in any subcontract made under this Addendum the requirements of this Article.

## **3. Intellectual Property.**

A. Subject to the requirements of the Bayh-Dole Act of 1980, as implemented in 37 CFR part 401, and as amended by the Technology Transfer Commercialization Act of 2000 (P.L. 106-404), HCDE shall possess the legal ownership, right, and title to any Data, Research Data, writings, software, designs, materials, discoveries, inventions, or any other type of intellectual property made or conceived by Contractor or a Subcontractor in the course of or in connection with this Addendum. Contractor agrees to



promptly and completely inform and disclose to HCDE all such Data, Research Data, writings, software, designs, materials, discoveries, inventions, or any other type of intellectual property that Contractor may have acquired during the Term of this Addendum that pertain or relate to the business of HCDE or to any work carried on by HCDE, whether conceived by Contractor or not. All such Data, Research Data, writings, software, designs, materials, discoveries, inventions, or any other type of intellectual property shall be the exclusive property of HCDE. Without waiving its rights to possess exclusive legal ownership to any and all intangible property acquired under this Addendum and expressly subject thereto, as to any intangible property for which HCDE does not become the exclusive legal owner, Contractor hereby grants a royalty-free, nonexclusive and irrevocable right to HCDE to reproduce, publish, prepare derivative works or otherwise use the work for HCDE's purposes, and to authorize others to do so.

B. Data Rights: In all cases, whether HHS funded all or part of the project or program resulting in the Data, the Government shall be given a royalty-free, nonexclusive, and irrevocable license for the Government to reproduce, publish, or otherwise use the Data and to authorize others to do so for Government purposes. Data developed by Contractor or a Subcontractor is also subject to this requirement.

C. Access to Research Data: As required by 45 CFR 74.36, Contractor and a Subcontractor must release Research Data first produced in a project supported in whole or in part with Federal funds that are cited publicly and officially by a Federal agency in support of an action that has the force and effect of law.

D. Contractor agrees to include in any subcontract made under this Addendum the requirements of this Article.

#### **4. Review of Progress and Site Visits.**

Contractor will meet all timelines mutually established by Contractor and HCDE. HCDE reserves the right to monitor the progress of Contractor. HHS, through authorized representatives, has the right, at all reasonable times, to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by HHS on the premises of Contractor or a Subcontractor under this Addendum, Contractor shall provide and shall require its Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the Government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the Work.

#### **5. Trafficking in Persons.**

A. As used in this Article, “Employee” means either: (1) an individual employed by Contractor or by a Subcontractor under this Addendum who is engaged in the performance of the Work under this Addendum; or (2) another person engaged in the performance of the Work under this Addendum and not compensated by Contractor or by a Subcontractor under this Addendum including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

B. If Contractor is a Private Entity, Contractor, an Employee of Contractor, a Subcontractor under this Addendum, and an Employee of a Subcontractor under this Addendum may not:

1. Engage in severe forms of trafficking in persons during the period of time that this Addendum is in effect;
2. Procure a commercial sex act during the period of time that this Addendum is in effect; or
3. Use Forced Labor in the performance of this Addendum or subcontracts under this Addendum.

C. HCDE may immediately and unilaterally terminate this Addendum, without penalty, if Contractor or a Subcontractor under this Addendum that is a Private Entity:

1. Is determined to have violated a prohibition in paragraph B of this Article; or
2. Has an Employee who is determined to have violated a prohibition in paragraph B of this Article through conduct that is either:
  - a. Associated with performance under this Addendum; or
  - b. Imputed to Contractor or to a Subcontractor under this Addendum using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by 2 CFR part 376.

D. If Contractor is other than a Private Entity, HCDE may immediately and unilaterally terminate this Addendum, without penalty, if a Subcontractor under this Addendum that is a Private Entity:

1. Is determined to have violated an applicable provision in paragraph B of this Article; or
2. Has an Employee who is determined to have violated an applicable prohibition in paragraph B of this Article through conduct that is either:
  - a. Associated with performance under this Addendum; or
  - b. Imputed to a Subcontractor under this Addendum using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented at 2 CFR part 376.



E. Regardless of whether Contractor and a Subcontractor under this Addendum is a Private Entity, Contractor and a Subcontractor under this Addendum must inform HCDE immediately of any information Contractor or a Subcontractor under this Addendum receives from any source alleging a violation of a prohibition in paragraph B of this Article.

F. HCDE's right to terminate unilaterally under this Article:

1. Implements section 106(g) of the TVPA, as amended (22 U.S.C. 7104(g)); and
2. Is in addition to all other remedies for noncompliance that are available to HCDE under this Addendum.

G. Contractor and a Subcontractor under this Addendum must include the requirements of paragraph B of this Article in any subcontract to this Addendum that Contractor or a Subcontractor under this Addendum makes with a Private Entity.

## **6. Nondiscrimination.**

A. Contractor agrees not to discriminate against any of Contractor's employees or applicants for employment because of race, color, national origin, sex, religion, age, or handicap.

B. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352; 42 U.S.C. 2000d-1) and to file Form HHS 690, Assurance of Compliance. Contractor must recite the terms of this paragraph B in any Subcontract. Contractor is responsible for determining whether a Subcontractor has the required assurance on file and, if not, ensuring that it is on file.

C. Contractor agrees to comply with the Age Discrimination Act of 1975 (42 U.S.C. 6101 et. seq.) as implemented by the Department of Health and Human Service regulations at 45 CFR 90. In the event Contractor passes on HHS financial assistance to any Subcontractor under this Addendum, this provision shall apply to any such Subcontractor, and the instrument under which the Federal financial assistance is passed to any such Subcontractor shall contain a provision identical to this provision.

D. Contractor agrees to comply with E.O. 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR, 1964-1965 Comp., p. 339), as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." In the event Contractor passes on HHS financial assistance to any Subcontractor under this Addendum, this provision shall apply to any such Subcontractor, and the instrument under which the Federal financial assistance is passed to any such Subcontractor shall contain a provision identical to this provision.

## **7. Cost Principles.**

A. Contractor is subject to the Cost Principles stated in the HHS GPS that are otherwise applicable to its type of organization and to any requirements placed on it by HCDE in order for HCDE to comply with the terms and conditions of the Prime Contract.

B. Documentation: The basis for determining the valuation of personal services, materials, equipment, buildings, and land must be verifiable from the records of Contractor. Volunteer services, to the extent feasible, should be supported by the same level of documentation used by Contractor for its own employees, including time and attendance records.

C. HCDE may not approve any action or cost that is inconsistent with the purpose or terms and conditions of the Prime Contract. If an action by Contractor or a Subcontractor will result in a change in the project/program scope or budget requiring HHS approval, HCDE must obtain that approval from HHS before giving its approval to Contractor or a Subcontractor. Failure of HHS to grant such approval, and the repercussions thereof, shall not constitute a breach by HCDE of this Addendum.

D. Contractor must recite the requirements of this Article in any Subcontract.

E. In the event that any payment(s) to Contractor under this Addendum are subsequently disallowed by HHS or in the event that HCDE is required to refund any funding received from HHS or other granting agency relating to Contractor's Work, to the maximum extent permitted by applicable law, Contractor shall repay to HCDE, on demand, the amount of any such disallowed costs and/or refund. HCDE may, in its sole discretion, deduct the amount(s) of any such disallowed costs and/or refund(s) from subsequent payments to Contractor under this Addendum.

## **8. Changes & Amendments.**

Contractor shall, at the request of HCDE, accept changes and amendments to this Addendum to incorporate additional provisions herein or to change provisions hereof, as HCDE may reasonably deem necessary in order to comply with the provisions of the applicable Prime Contract. If any such amendment to this Addendum causes an increase or decrease in the estimated cost of, or the time required for performance of any part of the Work under this Addendum, HCDE and Contractor will use their best efforts to mutually agree upon an equitable adjustment.

## **9. Debarment and Suspension.**

Organizations or individuals that are suspended, debarred, declared ineligible, or voluntarily excluded from eligibility for covered transactions by any Federal department or agency cannot, during the period of suspension, debarment, or exclusion, receive HHS grants or be paid from HHS grant funds. As a condition of this Addendum, Contractor agrees, and must recite a requirement in any Subcontract, to comply with the requirements of 45 CFR part 76. This includes, but is not limited to, a requirement that, before entering into a covered transaction, Contractor or a Subcontractor must verify that the entity is not



suspended, debarred, or otherwise excluded. This verification may be accomplished by checking the Excluded Parties Listing System. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

#### **10. Lobbying.**

This Article applies to the extent this Addendum or any Subcontract is expected to or exceeds \$100,000: Contractor and any Subcontractor are prohibited by 31 U.S.C. 1352, "Limitation on use of appropriated funds to influence certain Federal contracting and financing transactions," from using appropriated funds to pay any person for influencing or attempting to influence any officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress with respect to the award, extension, continuation, renewal, amendment, or modification of the Prime Contract, this Addendum, any Subcontract, or any other Federal award. Contractor and a Subcontractor are required to certify that they have not made, and will not make, such a prohibited payment; will be responsible for reporting the use of non-appropriated funds for such purposes; and will include these requirements in any Subcontract that will exceed \$100,000 and will obtain necessary certifications from those Subcontractors. Contractor and any Subcontractor shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. All such disclosures shall be forwarded to HCDE.

#### **11. Clean Air Act.**

This Article applies to the extent this Addendum or any Subcontract is expected to or exceeds \$100,000: Contractor and any Subcontractor must agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to HHS and the appropriate Regional Office of the Environmental Protection Agency.

#### **12. Audit Requirements.**

This Article applies to the extent this Addendum or any Subcontract is expected to or exceeds \$300,000: Contractor and any Subcontractor must agree to comply with the audit requirements of OMB Circular A-133, as implemented by 45 CFR 74.26 and 92.26, or audit requirements stated in 45 CFR 74.26(d) and in the HHS GPS (for types of organizations to which OMB Circular A-133 does not directly apply).

#### **13. Termination.**

A. In the event that the Prime Contract is terminated, HCDE may immediately terminate this Addendum, by written notice to Contractor. Upon such termination, HCDE will be responsible for payment to Contractor of costs incurred prior to such termination only to the extent those costs are included in the final payment received by HCDE from HHS.

B. HCDE's right to terminate under this Article is in addition to all other remedies for noncompliance that are available to HCDE under this Addendum or provided by law or equity.

C. Contractor must submit a final invoice to HCDE within thirty days after the termination date.

#### **14. Ownership/Protection of HCDE's Confidential Information.**

A. To assist Contractor in the performance of Contractor's duties and Scope of Work, HCDE agrees to provide to Contractor training regarding HCDE's business methods and access to certain confidential and proprietary information and materials belonging to HCDE and/or to vendors of HCDE and/or participants in HCDE's programs or services (hereinafter "vendors and/or participants"). Such confidential and proprietary information and materials (collectively "Confidential Information") includes, without limitation and regardless of whether such information or materials is expressly identified as confidential or proprietary, the following: proposals, employee information, customer lists, vendor lists and relationships, participant lists, marketing strategies, certain financial information relating to HCDE or vendors and/or participants; plans of HCDE or vendors and/or participants; and other trade secrets and valuable, confidential information of HCDE or vendors and/or participants.

B. Contractor understands and agrees that all Confidential Information and every portion thereof constitutes valuable property of HCDE and/or vendors and/or participants, and Contractor further acknowledges the importance of maintaining the security and confidentiality of the Confidential Information.

C. Contractor agrees to keep the Confidential Information, and all documentation, access, and information relating thereto, strictly confidential. Specifically, Contractor agrees that, except as required for the conduct of HCDE's business or as expressly authorized in writing by HCDE, or as may be required by law or court order, Contractor:

- (1) will not disclose or provide access to Confidential Information to any third party;
- (2) will not copy Confidential Information for any reason;
- (3) will not remove Confidential Information from HCDE's premises;
- (4) will return to HCDE all Confidential Information in Contractor's possession upon completion of any Work for HCDE requiring Contractor to have access to such Confidential Information; and
- (5) return to HCDE all Confidential Information upon the termination of Contractor's relationship with HCDE for any reason.

D. The terms and conditions of this Article shall survive the termination of this Addendum.

**15. Compliance with Laws.**

Contractor agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances, as applicable, including, but not limited to, Title 2 CFR Part 200, Title 2 CFR Part 215, Title 2 CFR Part 220, Title 2 CFR Part 225, Title 2 CFR Part 230, Title 45 CFR Part 74, Title 45 CFR Part 75, Title 45 CFR Part 92, and Title 45 CFR Part 93. Contractor certifies compliance with all provisions, laws, acts, regulations, rules, and ordinances, including those referenced in any HCDE vendor packet completed by Contractor, which is incorporated by reference herein.

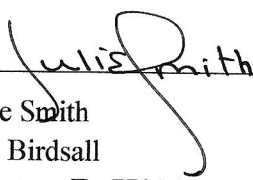
Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Harris County Department of Education

By: \_\_\_\_\_

Jesus Amezcua  
Assistant Superintendent Business Services  
6300 Irvington Blvd  
Houston, Texas 77022  
713-696-1371  
713-696-0740

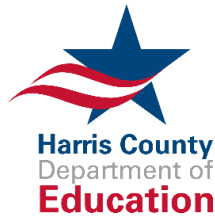
{Insert Name}

By:  \_\_\_\_\_

Julie Smith  
243 Birdsall  
Houston, Tx 77004  
7/854-1640

# Information Items





## PERSONNEL INFORMATION ITEMS

### RESIGNATIONS:

Name	Division	Position	Status	DOH	Effective
Alonzo, Bethzaida	Head Start	A-1 Family Services Provider	F	08/19/19	10/29/19
Arismendez, Alejandro	Adult Education	AE Teacher	P	03/06/18	08/31/19
Bryant, Arbrenia	Adult Education	AE Teacher	P	08/03/15	08/31/19
Cahn, Jean	Adult Education	AE Teacher	P	04/08/13	10/02/19
Coronado, Laura	Head Start	I-1 Teaching Assistant	F	02/13/17	10/18/19
Crawford, Carol	Academic and Behavior School East	TS Teacher	F	08/13/18	10/03/19
Davis, Sharay	Schools	Substitute Teacher	P	10/10/19	10/24/19
Felker, Eric	Adult Education	AE Teacher	P	09/10/07	08/31/19
Gadhia, Shweta	Head Start	A-3 Nutrition Services Coordinator	P	08/05/19	11/05/19
Grande, Celestina	Academic and Behavior School East	I-3 Educational Aide III	F	09/23/19	10/01/19
Mendez, Geomaris	Head Start	I-2 Early Childhood Teacher CDA	F	08/21/19	11/01/19
Moore, Maurelle	CASE	S-2 Project Based Learning Assistant	P	03/20/19	09/27/19
Olson, Mary	Adult Education	AE Teacher	P	02/26/18	08/31/19
Pearson, Danetta	Head Start	A-1 Family Services Provider	F	09/04/18	10/04/19
Phillips, Daubreyon	Adult Education	AE Teacher	P	01/23/18	08/31/19
Rashed, Bahiyyah	Head Start	I-1 Teaching Assistant	F	03/21/16	10/11/19
Redden, Joanna	Choice Partners	S-3 Contract Clerk	F	01/28/19	11/01/19
Samano, Geraldine	Adult Education	AE Clerk Tester	F	04/17/19	10/18/19
Samuel, Temeka	Head Start	O-1 Housekeeper	F	08/19/19	10/25/19
Santos, Licet	Head Start	I-4 Teacher	F	08/09/10	10/31/19
Thomas, Laura	Head Start	I-4 Early Childhood Teacher	F	08/08/19	10/25/19
Trotter, Felecia	Head Start	I-1 Teaching Assistant	F	04/29/19	10/10/19
Wicks, Vivian	Head Start	I-4 Teacher	F	02/20/06	10/18/19
Wiggins, Felita	Adult Education	AE Teacher	P	10/17/18	10/28/19

### EMPLOYMENT:

Name	Division	Position	Status	Effective	Work Days
Adams, Joyce	Adult Education	AE Teacher	P	10/07/19	
Brown, Deserae	Head Start	I-1 Teaching Assistant	F	09/30/19	190
Curl, Vatrina	Adult Education	AE Teacher	P	10/02/19	
Curtis, Toneshia	Head Start	I-1 Teaching Assistant	F	09/30/19	190
Davis, Sharay	Schools	Substitute Teacher	P	10/10/19	
Davison, Elishia	Academic and Behavior School East	Long-Term Substitute Teacher	P	10/29/19	
Garr, Glythenia	Head Start	I-4 Teacher	F	09/30/19	210
Godfrey, Joyrell	Adult Education	AE Teacher	P	10/16/19	
Gonzalez, Illiana	Center for Grants Development	S-4 Secretary	F	10/14/19	240
Grande, Celestina	Academic and Behavior School East	I-3 Educational Aide III	F	09/23/19	191
Graves, Lisa	Head Start	I-4 Teacher	F	10/21/19	210
Hall, Sandra	Head Start	I-1 Teaching Assistant	F	10/07/19	190
Harbert, Tamara	Head Start	I-4 Teacher	F	09/30/19	210
Jackson, Earika	Head Start	O-1 Cook	F	10/07/19	190
Mann, Jonathan	Academic and Behavior School West	I-3 Educational Aide III	F	09/16/19	191
Miller, Lauren	Head Start	I-4 Teacher	F	10/07/19	210
Moore, Kimberly	Adult Education	AE Teacher	P	10/15/19	
Nealy, Roderick	Academic and Behavior School West	I-3 Educational Aide III	F	09/03/19	191
Norman, Tracey	Head Start	A-1 Family Services Provider	F	09/30/19	230
Oneil, Debra	Adult Education	AE Teacher	P	10/08/19	
Platero Estrada, Nancy	Head Start	O-1 Cook	F	10/28/19	218
Schoellman, Erick	Facilities	O-4 Maintenance Technician I	F	09/30/19	240
Segura, Alma	Head Start	A-1 Family Services Provider	F	09/30/19	230
Wade, Twanna	Academic and Behavior School East	Long-Term Substitute Teacher	P	09/30/19	
Walker, Kashica	Academic and Behavior School East	P-1 Registered School Nurse	F	09/17/19	213
Wells, Lisa	Head Start	A-3 Center Manager	F	10/07/19	230
Williams, Darrylynn	Head Start	O-1 Housekeeper	F	10/14/19	190
Wilson, Ahlee	Academic and Behavior School East	Long-Term Substitute	P	09/23/19	
Woods, Ashley	School-Based Therapy Services	P-3 Occupational Therapist	F	10/01/19	162
Woods, VaShandra	Head Start	I-4 Teacher	F	10/07/19	210

Wright, Reginald	Academic and Behavior School West	I-1	Educational Aide	F	10/07/19	191
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**REHIRES:**

Name	Division	Position	Status	Effective	Work Days
Davis, Cierra	Schools	Substitute Educational Aide	P	10/28/19	
Hamdan, Ranim	Adult Education	AE Teacher	P	10/04/19	
Hosang, Marsha	Adult Education	AE Teacher	P	09/27/19	
Olson, Mary	Adult Education	AE Teacher	P	08/31/19	
Rivera, Raquel	Adult Education	AE Teacher	P	10/04/19	

**CHANGE OF STATUS/TRANSFER:**

Name	Previous Status	Current Status	Status	Effective	Work Days	Salary Change
<i>Adult Education:</i>						
Vargas, Esmeralda	AE Teacher	AE Program Assistant	P	09/03/19		\$6.00/hr
<i>Business Services:</i>						
Leiva, Marcia	A-3 Staff Accountant	A-5 Senior Accountant	F	10/14/19	240	\$20,000.00 yrly
<i>Head Start:</i>						
Garza, Alejandra	I-3 Educational Aide III	I-4 Teacher	F	09/30/19	210	\$7,939.32 yrly
Kelley, Laura	A-3 Center Manager	A-3 Operations Coordinator	F	10/07/19	230	\$0.00
Johnson, Golene	I-1 Substitute Teaching Assistant	I-4 Teacher	F	10/02/19	210	9.56/hr
Martinez, Elena	A-1 Family Services Provider, Tidwell	A-1 Family Services Provider. Fonwood	F	10/02/19	230	\$0.00
<i>Technology:</i>						
Kracht, John	T-3 Infrastructure Analyst-Network	T-4 Information Security Officer	F	10/07/19	240	\$4,593.76 yrly

**ALLOWANCE/STIPEND:**

Name	Division	Position	Status	Effective	Hourly/Annual Rate
Araiza, Lucila	Head Start	I-1 Teaching Assistant	F	10/21/19	\$1.61/hr
Barker, Ashley	Adult Education	AE Substitute Teacher	P	10/17/19	\$22.00/hr
Bernal, Mildred	Head Start	I-1 Teaching Assistant	F	10/23/19	\$1.61/hr
Cooper-Hosea, Nicole	Head Start	I-1 Teaching Assistant	F	10/17/19	\$1.61/hr
Fernandez-Castillo, Rosa	Head Start	I-1 Teaching Assistant	F	10/16/19	\$1.61/hr
Ford, Shanice	Head Start	I-1 Teaching Assistant	F	10/25/19	\$1.61/hr
Gonzalez, Chassidy	Head Start	I-1 Teaching Assistant	F	10/21/19	\$1.61/hr
Gonzalez, Evelyn	Head Start	I-1 Teaching Assistant	F	10/14/19	\$1.61/hr
Grays, Ollie	Head Start	I-1 Teaching Assistant	F	10/22/19	\$1.61/hr
Jackson, Tawana	Head Start	I-1 Teaching Assistant	F	10/15/19	\$1.61/hr
Owens, Cassandra	Head Start	I-1 Teaching Assistant	F	10/14/19	\$1.61/hr
Parker, Nai'mah	Head Start	I-1 Teaching Assistant	F	10/11/19	\$1.61/hr
Pena, Erika	Head Start	I-1 Teaching Assistant	F	10/11/19	\$1.61/hr
Ramirez, Joana	Head Start	I-1 Teaching Assistant	F	10/19/19	\$1.61/hr
Rueda, Leslie	Head Start	I-1 Teaching Assistant	F	10/24/19	\$1.61/hr
Saenz, Yesenia	Head Start	I-1 Teaching Assistant	F	10/18/19	\$1.61/hr
Turner, Erica	Academic and Behavior School West	TS Teacher	F	08/27/19	\$1,500.00 yrly



## Employee Count - October 2019

DIVISION	Full-Time										Part-Time										FT/PT Total
	A	I	O	P	S	T	TS	Total			A	AE	I	O	P	S	TS	Total			
Academic & Behavior School East	4	22	1	4	2	0	23	56			0	0	0	0	0	0	4	4			60
Academic & Behavior School West	3	22	0	2	2	0	23	52			0	0	0	0	0	0	0	0			52
Administration	6	0	0	0	4	0	0	10			0	0	0	0	0	0	0	0			10
Adult Education	10	0	1	0	11	0	0	22			1	224	0	1	0	0	0	226			248
Business Services	9	0	0	0	7	0	0	16			0	0	0	0	0	1	0	1			17
Center For Grants Development	5	0	0	0	1	0	0	6			0	0	0	0	0	0	0	0			6
Center Safe & Secure Schools	4	0	0	0	0	0	0	4			0	0	0	0	0	0	0	0			4
Choice Partners	12	0	0	0	6	0	0	18			0	0	0	0	0	0	0	0			18
Client Engagement	4	0	0	0	1	0	0	5			0	0	0	0	0	0	0	0			5
Communications & Creative Services	4	0	0	0	0	4	0	8			0	0	0	0	0	0	0	0			8
Center For Afterschool, Summer & Enrichment	19	0	0	0	3	0	0	22			0	0	0	0	0	2	0	2			24
Educator Certification & Advancement	4	0	0	0	1	0	0	5			0	0	0	0	0	1	0	1			6
Facilities	5	0	40	0	6	0	0	51			0	0	0	0	0	0	0	0			51
Fortis Academy	1	1	0	2	1	0	5	10			0	0	0	0	0	0	0	0			10
Head Start	82	145	29	1	11	0	0	268			2	0	1	0	0	0	0	3			271
Highpoint East	3	5	0	3	3	0	20	34			0	0	1	0	0	0	1	2			36
Human Resources	7	0	0	0	3	0	0	10			0	0	0	0	0	0	0	0			10
Purchasing Support	4	0	0	0	2	0	0	6			0	0	0	0	0	0	0	0			6
Records Management	2	0	7	0	5	0	0	14			0	0	0	0	0	0	0	0			14
Research & Evaluation	7	0	0	0	1	0	0	8			0	0	0	0	0	0	0	0			8
School-Based Therapy Services	1	0	0	88	31	0	0	120			0	0	0	0	38	4	0	42			162
Schools	2	0	1	1	2	0	0	6			0	0	1	0	0	0	12	13			19
Teaching And Learning Center	8	0	0	0	4	0	0	12			0	0	0	0	0	1	0	1			13
Technology	0	0	0	0	1	19	0	20			0	0	0	0	0	0	0	0			20
<b>Total</b>	<b>206</b>	<b>195</b>	<b>79</b>	<b>101</b>	<b>108</b>	<b>23</b>	<b>71</b>	<b>783</b>			<b>3</b>	<b>224</b>	<b>3</b>	<b>1</b>	<b>38</b>	<b>9</b>	<b>17</b>	<b>295</b>			<b>1,078</b>

A = Administration  
 AE = Adult Education  
 I = Instructional Support  
 O = Operations Support  
 P = Professional Support  
 S = Administrative Support  
 T = Technology  
 TS = Teachers

Meeting Date: November 20, 2019

**Regular Board Meeting****10.C.**

**Meeting Date:** November 20, 2019  
**Title:** Grant Submissions  
**Submitted For:** Gayla Rawlinson, Center for Grants Development  
**Submitted By:** Joyce Akins  
**Additional Resource Personnel:** Trina Finley, Dr. Lisa Caruthers,  
Danielle Bartz

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**Information****Posted Agenda Item:**

**Submission of grant proposal to Nordstrom Cares in the amount of \$6,000 via Education Foundation of Harris County** to support CASE for Kids' CASE Debates program. Requested funds will provide debate opportunities for 150-300 high school students in the Harris County area.

**Subject:**

Grant proposal; CASE for Kids; Nordstrom Cares; Education Foundation of Harris County

**Rationale:**

Center for Grants Development assisted CASE for Kids to submit a proposal to Nordstrom Cares via Education Foundation of Harris County for the CASE Debates program. Requested funds of \$6,000 will help cover expenses for debate tournaments and to teach high school students debate skills.

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**Attachments**

Proposal to Nordstrom - CASE for Kids - CASE Debates

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**Form Review**

Form Started By: Joyce Akins  
Final Approval Date: 10/25/2019

Started On: 10/25/2019 01:05 PM

### **Summary of Proposal to Nordstrom Cares**

Center for Grants Development assisted CASE for Kids to submit a proposal for \$6,000 to Nordstrom Cares in support of the CASE Debates program. The proposal was submitted through the Education Foundation of Harris County. The proposed project will serve 150-300 high school schools from across Harris County to teach them debate skills, such as research, public speaking and argumentation. Requested funds will help cover expenses for supplies, training seminars, bus transportation to debate tournaments and refreshments for the tournaments.

**Regular Board Meeting****10.D.**

**Meeting Date:** November 20, 2019  
**Title:** Grant Submissions  
**Submitted For:** Gayla Rawlinson, Center for Grants Development  
**Submitted By:** Joyce Akins  
**Additional Resource Personnel:** Dr. Colina Poullard, Dr. Frances Watson-Hester, Dr. Kimberly McLeod

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**Information****Posted Agenda Item:**

**Submission of grant proposal to National Security Agency and National Science Foundation in the amount of \$51,271.72** to support Teaching and Learning Center-Digital Education & Innovation's iDefend GenCyber Camp, which will train 25 high school teachers in cybersecurity principles.

**Subject:**

Grant Proposal; Teaching and Learning Center; Digital Education & Innovation; National Security Agency; National Science Foundation

**Rationale:**

Center for Grants Development assisted Teaching and Learning Center-Digital Education and Innovation to a \$51,271.72 request to support the iDefend GenCyber Camp, which will train 25 high school computer science, networking and JROTC teachers in cybersecurity principles.

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**Attachments**

Proposal to NSA/NSF - TLC Digital Ed - iDefend GenCyber

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**Form Review**

Form Started By: Joyce Akins  
Final Approval Date: 10/29/2019

Started On: 10/25/2019 02:13 PM

## **Summary of Proposal to National Security Agency and National Science Foundation for GenCyber Program**

Center for Grants Development assisted the Teaching and Learning Center-Digital Education and Innovation to submit a proposal to the National Security Agency and National Science Foundation for the iDefend GenCyber Camp. Requested funds of \$51,271.72 will support the five-day summer camp to train high school computer science, networking and JROTC teachers in cybersecurity principles. The proposed camp features hands-on simulations, daily lesson planning and a visit to a large organization addressing cybersecurity issues. After the camp, teachers will continue learning through live webinars, online discussions and classroom observations of their cybersecurity lessons. The GenCyber Camp will serve 25 teachers in the Harris County area.

APPLICATION FOR FEDERAL ASSISTANCE SF-424 - MANDATORY			
<b>1.a. Type of Submission:</b> <input checked="" type="checkbox"/> Application <input type="checkbox"/> Plan <input type="checkbox"/> Funding Request <input type="checkbox"/> Other Other (specify): <div></div>		<b>1.b. Frequency:</b> <input checked="" type="checkbox"/> Annual <input type="checkbox"/> Quarterly <input type="checkbox"/> Other Other (specify): <div></div>	
		<b>1.d. Version:</b> <input checked="" type="checkbox"/> Initial <input type="checkbox"/> Resubmission <input type="checkbox"/> Revision <input type="checkbox"/> Update	
		<b>2. Date Received:</b> <div>10/24/2019</div>	<b>STATE USE ONLY:</b>
		<b>3. Applicant Identifier:</b> <div></div>	<b>5. Date Received by State:</b> <div></div>
		<b>4a. Federal Entity Identifier:</b> <div></div>	<b>6. State Application Identifier:</b> <div></div>
		<b>4b. Federal Award Identifier:</b> <div></div>	
<b>1.c. Consolidated Application/Plan/Funding Request?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> <div>Explanation</div>			
<b>7. APPLICANT INFORMATION:</b>			
<b>a. Legal Name:</b> <div>Harris County Department of Education</div>			
<b>b. Employer/Taxpayer Identification Number (EIN/TIN):</b> <div>74-6001215</div>		<b>c. Organizational DUNS:</b> <div>1883261510000</div>	
<b>d. Address:</b>			
<b>Street1:</b> <div>6300 Irvington Blvd.</div>		<b>Street2:</b> <div></div>	
<b>City:</b> <div>Houston</div>		<b>County / Parish:</b> <div>Harris County</div>	
<b>State:</b> <div>TX: Texas</div>		<b>Province:</b> <div></div>	
<b>Country:</b> <div>USA: UNITED STATES</div>		<b>Zip / Postal Code:</b> <div>77022-5618</div>	
<b>e. Organizational Unit:</b>			
<b>Department Name:</b> <div>Digital Education &amp; Innovation</div>		<b>Division Name:</b> <div>Teaching and Learning Center</div>	
<b>f. Name and contact information of person to be contacted on matters involving this submission:</b>			
<b>Prefix:</b> <div>Dr.</div>	<b>First Name:</b> <div>Colina</div>	<b>Middle Name:</b> <div></div>	
<b>Last Name:</b> <div>Poullard</div>		<b>Suffix:</b> <div>Ed.D.</div>	
<b>Title:</b> <div>Curriculum Director</div>			
<b>Organizational Affiliation:</b> <div></div>			
<b>Telephone Number:</b> <div>713-696-0778</div>		<b>Fax Number:</b> <div>713-696-0736</div>	
<b>Email:</b> <div>cpoullard@hcde-texas.org</div>			



**APPLICATION FOR FEDERAL ASSISTANCE SF-424 - MANDATORY****8a. TYPE OF APPLICANT:**☒ X: Other (specify)

Other (specify):

Political subdivision of the state

**b. Additional Description:****9. Name of Federal Agency:**

National Security Agency and National Science Foundation

**10. Catalog of Federal Domestic Assistance Number:**

12.903

CFDA Title:

GenCyber Grants Program

**11. Descriptive Title of Applicant's Project:**

iDefend GenCyber Camp for Teachers

**12. Areas Affected by Funding:**

Harris County, Texas and surrounding areas

**13. CONGRESSIONAL DISTRICTS OF:****a. Applicant:**

TX-029

**b. Program/Project:**

Attach an additional list of Program/Project Congressional Districts if needed.

[Add Attachment](#)[Delete Attachment](#)[View Attachment](#)**14. FUNDING PERIOD:****a. Start Date:**

03/01/2020

**b. End Date:**

02/28/2021

**15. ESTIMATED FUNDING:****a. Federal (\$):**

51,271.72

**b. Match (\$):****16. IS SUBMISSION SUBJECT TO REVIEW BY STATE UNDER EXECUTIVE ORDER 12372 PROCESS?**☐ a. This submission was made available to the State under the Executive Order 12372 Process for review on:☐ b. Program is subject to E.O. 12372 but has not been selected by State for review.☒ c. Program is not covered by E.O. 12372.

**APPLICATION FOR FEDERAL ASSISTANCE SF-424 - MANDATORY****17. Is The Applicant Delinquent On Any Federal Debt?**Yes ☐No ☒

18. By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

\*\* I Agree ☒

\*\* This list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:

First Name:

Middle Name:

Last Name:

Suffix:

Title:

Organizational Affiliation:

Telephone Number:

Fax Number:

Email:

Signature of Authorized Representative:

Date Signed:

Attach supporting documents as specified in agency instructions.

**APPLICATION FOR FEDERAL ASSISTANCE SF-424 - MANDATORY**

**Consolidated Application/Plan/Funding Request Explanation:**

**APPLICATION FOR FEDERAL ASSISTANCE SF-424 - MANDATORY**

**Applicant Federal Debt Delinquency Explanation:**

**Regular Board Meeting****10.E.****Meeting Date:** November 20, 2019**Title:** HCDE Head Start USDA Meal Claim for the months of August and September 2019**Submitted For:** Venetia Peacock, Head Start**Submitted By:** Sharon McBride**Additional Resource** Jonathan Parker, Venetia L**Personnel:** Peacock, Gulshan Rahman, &  
Sandra Pearson

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**Information****Posted Agenda Item:**

**HCDE Head Start USDA Meal Totals for the months of August and September 2019;** this information was derived from the free standing campuses, as well as those that are a part of a multi-service center. It is the count of the students' attendance, breakfasts, lunches, and PM snacks.

**Subject:**

HCDE Head Start USDA Meal Claims for the months of August and September 2019

**Rationale:**

HCDE Head Start USDA Meal Totals for the months of August and September 2019; this information was derived from the free standing campuses, as well as those that are a part of a multi-service center. It is the count of the students' attendance, breakfasts, lunches, and PM snacks.

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**Attachments**

USDA Meal &amp; Snack Report.August

USDA Meal &amp; Snack Report.September

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**Form Review****Inbox**

Head Start

Form Started By: Sharon McBride

Final Approval Date: 10/28/2019

**Reviewed By**

Venetia Peacock

**Date**

10/28/2019 01:04 PM

Started On: 10/28/2019 12:57 PM

## Harris County Department of Education Head Start

USDA Meal and Attendance Totals

**AUGUST 2019**

Center	Attendance	Breakfast	Lunch	PM Snack	Total # meals served
Barrett Station	163	153	163	162	478
Baytown	703	570	698	686	1954
Channelview	465	314	462	455	1231
Compton	618	584	612	610	1806
Coolwood	288	256	283	278	817
Fifth Ward	337	282	336	333	951
Humble	330	291	329	329	949
JD Walker	227	167	227	223	617
LaPorte	348	330	345	342	1017
Pugh	155	151	153	152	456
Sheffield	649	500	638	643	1781
Tidwell	218	186	214	216	616
<b>Totals</b>	<b>4501</b>	<b>3784</b>	<b>4460</b>	<b>4429</b>	<b>12673</b>

Number of days food service was provided: 5

## Harris County Department of Education Head Start

### USDA Meal and Attendance Totals

**September 2019**

Center	Attendance	Breakfast	Lunch	PM Snack	Total # meals served
Barrett Station	490	430	486	480	1396
Baytown	2635	2246	2537	2436	7219
Channelview	1345	815	1206	1311	3332
Compton	2053	1947	2026	1971	5944
Coolwood	917	796	892	855	2543
Fifth Ward	1085	820	1051	1008	2879
Humble	1142	1017	1120	1110	3247
JD Walker	825	671	804	762	2237
LaPorte	1232	1127	1181	1017	3325
Pugh	547	533	542	507	1582
Sheffield	1992	1504	1944	1923	5371
Tidwell	771	652	728	736	2116
<b>Totals</b>	<b>15034</b>	<b>12558</b>	<b>14517</b>	<b>14116</b>	<b>41191</b>

Number of days food service was provided: 19

## Regular Board Meeting

10.F.

**Meeting Date:** November 20, 2019  
**Title:** Grants Submission  
**Submitted For:** Gayla Rawlinson, Center for Grants Development  
**Submitted By:** Illiana Gonzalez  
**Additional Resource Personnel:** Julie Andrews

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### Information

#### Posted Agenda Item:

**Center for Grants Development submitted a request for \$50,799 to State Farm** to support the Center for Safe and Secure Schools' (CSSS) Restoring School Culture Program.

#### Subject:

Center for Grants Development; Proposal Request; State Farm; Center for Safe and Secure Schools; Restoring School Culture Program

#### Rationale:

The Center for Grants Development submitted a request for \$50,799 to State Farm to support the Center for Safe and Secure Schools' (CSSS) Restoring School Culture Program. The purpose of CSSS' Restoring School Culture program is to implement restorative practices in five school districts (e.g., Alief, Aldine, Humble, La Porte and Sheldon ISDs) in order to: 1) create a more positive school culture and climate by improving school safety; 2) increase teachers' educational capacity by providing alternative methods in dealing with students who have challenging behaviors and 3) help students develop personal responsibility, while strengthening their connections with their families, schools and communities.

CSSS will teach 75 classroom educators and campus administrators how to create safe and secure learning environments with restorative practices; while, 75 students, grades 6th-12th, will learn the importance of a safe environment for learning and growth. Students will become Safety Ambassadors and connect with their school safety committee to plan the Safety Forum for students. Students will also learn how to create Safe and Sound Student Clubs.

Culminating the trainings, CSSS and its partners will host a 2-day Safety Forum. Day 1 will focus on approximately 375 students (15 from each of the 25 districts in Houston/Harris County), where they will attend sessions on topics such as: bullying; gang violence; suicide prevention, mental health and school safety. Topics and discussions will come from a student perspective. Day 2 will focus on approximately 175 teachers, administrators, school resource officers and members of the community. They will attend sessions on topics such as: emergency preparedness, mental health awareness, threat assessment team planning and any educational legislative updates

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### Attachments

Summary State Farm

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### Form Review

Form Started By: Illiana Gonzalez  
Final Approval Date: 10/30/2019

Started On: 10/30/2019 01:26 PM



## Summary of Proposal to State Farm

The Center for Grants Development submitted a request for \$50,799 to State Farm to support The Center for Safe and Secure Schools' (CSSS) *Restoring School Culture Program*. The purpose of CSSS' Restoring School Culture program is to implement restorative practices in five school districts (e.g., Alief, Aldine, Humble, La Porte and Sheldon ISDs) in order to: 1) create a more positive school culture and climate by improving school safety; 2) increase teachers' educational capacity by providing alternative methods in dealing with students who have challenging behaviors and 3) help students develop personal responsibility, while strengthening their connections with their families, schools and communities.

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**Regular Board Meeting****10.G.**

**Meeting Date:** November 20, 2019  
**Title:** HCDE Head Start Performance Report for the Month of September 2019  
**Submitted For:** Venetia Peacock, Head Start **Submitted By:** Sharon McBride  
**Additional Resource Personnel:** Jonathan Parker, Venetia L Peacock, Jana Jones, Ishan Rajani

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**Information****Posted Agenda Item:****HCDE Head Start Performance Report for the Month of September 2019****Subject:**

HCDE Head Start Performance Report for the Month of September 2019

**Rationale:**

The HCDE Head Start Performance Report for the month of September 2019 includes information regarding the center locations, center capacities, enrollment including numbers served, number of days, number withdrawn, disability totals and percentages, over income and waitlist totals.

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**Attachments**

HCDE HS Performance Report.September

**Form Review****Inbox**

Head Start

Form Started By: Sharon McBride

Final Approval Date: 10/28/2019

**Reviewed By**

Venetia Peacock

**Date**

10/28/2019 01:04 PM

Started On: 10/28/2019 12:30 PM

# HARRIS COUNTY DEPARTMENT OF EDUCATION - HEAD START PERFORMANCE REPORT September 01, 2019 - September 30, 2019

Center	Enrollment												
	Center Capacity #	Currently Enrolled											
		Total			# of Days (AVG)	ADA %	Withdrawn	Disability		Over Income		Waitlist	
		# Served	% Served	#				%	#	%	#	%	#
Barrett Station	34	34	100%	17	92%	0	1	3%	0	0%	2	6%	
Baytown	134	137	102%	17	94%	4	4	3%	0	0%	3	2%	
Channelview	97	102	105%	17	94%	7	1	1%	0	0%	4	4%	
Compton	131	139	106%	17	93%	9	1	1%	0	0%	18	13%	
Coolwood	62	63	102%	17	87%	5	3	5%	0	0%	8	13%	
Dogan	119	124	104%	17	94%	0	0	0%	0	0%	5	4%	
Fifth Ward	74	74	100%	17	87%	0	1	1%	0	0%	2	3%	
Fonwood	119	122	103%	17	92%	3	0	0%	0	0%	2	2%	
Humble	74	75	101%	17	92%	2	2	3%	0	0%	9	12%	
J.D. Walker	60	59	98%	17	90%	2	4	7%	0	0%	9	15%	
La Porte	91	88	97%	17	91%	5	4	4%	0	0%	8	9%	
Pugh	74	71	96%	17	92%	0	5	7%	0	0%	10	14%	
San Jacinto	18	19	106%	17	90%	1	0	0%	0	0%	0	0%	
Sheffield	137	140	102%	17	93%	5	16	12%	0	0%	6	4%	
Tidwell	54	55	102%	17	91%	2	1	2%	0	0%	5	9%	
All Centers	1278	1302	102%	17	91%	45	43	3%	0	0%	91	7%	

**HARRIS COUNTY DEPARTMENT OF EDUCATION - EARLY HEAD START  
PERFORMANCE REPORT  
September 01, 2019 - September 30, 2019**

Center	Enrollment											
	Center Capacity #	Currently Enrolled									Waitlist	
		Total			ADA %	Withdrawn	Disability		Over Income			
		# Served	% Served	# of Days (AVG)			#	%	#	%		
Baytown EHS	40	41	103%	18	91%	1	1	3%	0	0%	8	20%
All Centers	40	41	103%	18	91%	1	1	3%	0	0%	8	20%

**HARRIS COUNTY DEPARTMENT OF EDUCATION - CHILD CARE PROGRAM  
PERFORMANCE REPORT  
September 01, 2019 - September 30, 2019**

Center	Enrollment											
	Center Capacity #	Currently Enrolled									Waitlist	
		Total			ADA %	Withdrawn	Disability		Over Income			
		# Served	% Served	# of Days (AVG)			#	%	#	%		
John G. Jones	12	8	67%	19	94%	1	1	8%	0	0%	3	38%
Kool Kids	32	30	94%	19	91%	2	3	9%	0	0%	6	20%
Let's Learn	16	9	56%	19	83%	0	0	0%	0	0%	1	11%
Purpose Kids	16	16	100%	19	89%	0	3	19%	0	0%	1	6%
All Centers	76	63	83%	19	89%	3	7	9%	0	0%	11	14%