

## Schedule #6A—Provisions and Assurances

TEXAS EDUCATION AGENCY  
Standard Application System (SAS)  
Instructional Facilities Allotment  
APPLICATION

County-District No. \_\_\_\_\_

Schedule #6A—Provisions and Assurances

Title/Name of Applicable Bond Issue or Lease-Purchase \_\_\_\_\_

Statement of provisions and assurances for the allotment in this application:

- A. This allotment is provided by the agency **subject to the availability of funds** appropriated by legislative act for the purposes stated. All amendments and/or extensions or subsequent allotments entered into for the same or continued purposes are executed contingent on the availability of appropriated funds. No other agreement, written or oral, purporting to alter or amend this allotment shall be valid.
- B. The district's application furnished to the agency in response to a request for application is incorporated in this document by reference for all necessary purposes. It is specifically provided, however, that **the provisions of this document shall prevail in all cases of conflict** arising from the terms of the district's proposal whether such proposal is a written part of this document or is attached as a separate document.
- C. **The terms, conditions, and assurances that are stated in the request for application**, in response to which the applicant is submitting this application, are incorporated herein by reference for all purposes. The instructions to the Standard Application System are incorporated herein by reference.
- D. The applicant certifies that **the person signing this application has been properly delegated this authority**.
- E. In the conduct of the allotment, the district shall be subject to **Texas State Board of Education rules and commissioner of education rules pertaining to school facilities and the allotment and to the laws of the State of Texas governing this allotment**. This document constitutes the entire agreement between the agency and the district for the allotment.
- F. The agency may conduct **desk reviews or on-site monitoring reviews** to determine compliance with the approved application and the applicable statute(s), law(s), regulations, and guidelines.
- G. If the district, in the agency's sole determination, fails or refuses for any reason to perform any of its obligations under this contract, **the agency may impose such sanctions as it may deem appropriate**. This includes but is not limited to the withholding of payments to the district until the district complies; the cancellation, termination, or suspension of this allotment, if imposed, shall become effective at the close of business on the day of the district's receipt of written notice thereof from the agency.
- H. The district, 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 district, its agents, employees, and subcontractors, done in the conduct of the allotment.
- I. **If the agency determines that the agency is due a refund of money paid to the district**, the district shall pay the money due to the agency in a manner consistent with the provisions of the laws of the State of Texas and rules of the commissioner of education governing this allotment.
- J. **The district shall maintain its records and accounts in a manner that assures a full accounting for all funds received and expended by the district in connection with the allotment**. The district shall retain these records and accounts and make them available for programmatic or financial audit by the agency and by others authorized by law or regulation to make such an audit for a period of not less than five years from the date of the end of debt service. If an audit has been announced, the district shall retain the records until such audit has been completed.
- K. The district certifies that no funds provided under this allotment 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.
- L. The district certifies that 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 Code of Federal Regulations, §76.532, and Public Law 107-110, §9505).
- M. The district certifies that any construction or major renovation of an existing or new instructional facility using funds allotted to the district under this allotment shall consider, in the design of the instructional facility, **security criteria developed by the Texas School Safety Center under the Texas Education Code, §37.205**.
- N. In accordance with the TEC, **§44.151**, if your school district brings action for recovery of damages due to defective design, construction, renovation or improvement of a district facility financed by bonds, including those for which the district receives assistance under the TEC, Chapter 46, Subchapter A, the district must provide the commissioner with written notice of the action not later than the 30<sup>th</sup> day after the date the action is filed. The district must first use any net proceeds from such action to repair the defects or replace the facility on which the action is brought, and then remit the state's share of any remaining proceeds to the TEA.

**The signing of Schedule #1—General Information by applicant indicates acceptance of all requirements described on this schedule (REQUIRED READING).**

Revised 2/12/2020