Texas Education Agency
General Provisions and Assurances

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

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

- *Contract:* The entire document and all of TEA's attachments, appendices, schedules (including but not limited to the General Provisions and the Special Provisions), amendments, and extensions of or to the Standard Contract
- *Agency* or *TEA:* The Texas Education Agency
- *Contractor:* The party or parties to this contract other than the Agency; including its officers, directors, employees, agents, representatives, consultants and subcontractors, and subcontractors' officers, directors, employees, agents, representatives and consultants
- *Project Administrator:* The person representing the Agency or the Contractor, as indicated by the Contract, for the purposes of administering the Contract Project
- *Contract Project:* The purpose intended to be achieved through the Contract of which these Provisions and Assurances are a part
- *Applicant:* The same as Contractor
- *SAS:* The Standard Application System of which the Application document is a part
- *Application:* The entire package submitted by the Applicant, including the schedules contained in the Application and so indicated on the General Information schedule of the application package
- *Amendment:* An application that is revised in budget categories and/or in program activities. It includes both the original application and any subsequent Amendments; or extensions thereto
- *Works:* All tangible or intangible material, products, ideas, documents, or works of authorship prepared or created by the Contractor for or on behalf of TEA at any time after the beginning date of the Contract (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 Contract
- *Grantee:* The same as Contractor
- *Grantor:* The same as Agency
- *DCC:* The Document Control Center of the Agency

B. **Contingency:** This Contract 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 contracts entered into for the same or continued purposes are executed contingent upon the availability of appropriated funds. Notwithstanding any other provision in this Contract or any other document, this Contract is void upon appropriated funds becoming unavailable. In addition, this Contract may be terminated by the Agency at any time for any reason upon notice to the Contractor. Expenditures and/or activities for which the Contractor may claim reimbursement shall not be accrued or claimed subsequent to receipt of such notice from the Agency. This Contract may be extended or otherwise amended only by formal written Amendment properly executed by both the Agency and the Contractor. No other agreement, written or oral, purporting to alter or amend this Contract shall be valid.

C. **Contractor's Application:** Furnished to the Agency in response to a request for application, is incorporated in this Contract by reference for all necessary purposes. It is specifically provided, however, that the provisions of this Contract shall prevail in all cases of conflict arising from the terms of the Contractor's application whether such application is a written part of this Contract or is attached as a separate document.

D. **Requirements, Terms, Conditions, and Assurances:** Which 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 although the current General Provisions shall prevail in the event of conflict. 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 this application has been properly delegated this authority. The Contract represents the final and complete expression of the terms of agreement between the parties. The Contract supersedes any previous understandings or negotiations between the parties. Any representations, oral statements, promises, or warranties that differ from the Contract shall have no force or effect. The Contract may be modified, amended, or extended only by formal written Amendment properly executed by both TEA and the Contractor.

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

G. **Monitoring:** Desk reviews or on-site monitoring reviews may be conducted by the Agency to determine compliance with the approved application and the applicable statute(s), law(s), regulations, and guidelines.

H. **Sanctions for Failure to Perform or for Noncompliance:** If the Contractor, in the Agency's sole determination, fails or refuses for any reason to comply with or perform any of its obligations under this Contract, the Agency may impose such sanctions as it may deem appropriate. These sanctions include but are not limited to the withholding of payments to the Contractor until the Contractor complies; the cancellation, termination, or suspension of this Contract in whole or in part; and the seeking of other remedies as may be provided by this Contract or by law. Any cancellation, termination, or suspension of this Contract, if imposed, shall become effective at the close of business on the day of the Contractor's receipt of written notice thereof from the Agency.

I. **Contract Cancellation, etc.:** If this Contract is canceled, terminated, or suspended by the Agency prior to its expiration date, the reasonable monetary value of services properly performed by the Contractor pursuant to this Contract prior to such cancellation, termination, or suspension shall be determined by the Agency and paid to the Contractor as soon as reasonably possible.

J. **Indemnification:**

For local educational agencies (LEAs), regional education service centers (ESCs), institutions of higher education (IHEs), and state agencies: The Contractor, 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 Contractor, its agents, employees, and subcontractors, done in the conduct of the Contract Project.

For all other grantees, subgrantees, contractors, and subcontractors, including nonprofit organizations and for-profit businesses: The Contractor 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 Contractor, its agents, employees, and subcontractors, done in the conduct of the Contract Project.

K. **Encumbrances/Obligations and Liquidations:** All encumbrances/obligations shall occur on or between the beginning and ending dates of the Contract. All goods must be received and all services rendered between the beginning and ending dates of the Contract. The Contractor must liquidate (record as an expenditure) all obligations (encumbrances) incurred under the Contract no later than 30 days after the ending date of the Contract, to coincide with the submission of the final expenditure report, due 30 days after the ending date of the Contract. In no manner shall encumbrances be considered or reflected as accounts payable or as expenditures, and 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 OMB Circular A-87, A-21, or A-122 (as applicable) and program rules, regulations, and guidelines contained elsewhere. This provision applies to all grant programs, including state and federal, discretionary and formula.

L. **Financial Management and Accounting:** The Grantee assures it will maintain a financial management system that complies with federal standards established in the Code of Federal Regulations (34 CFR 80.20 and 74.21) and that provides for accurate, current, and complete disclosure of the financial results of each grant project. The financial management system records will identify adequately the source and application of funds and will contain

information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays (i.e., expenditures), income, and interest. Fiscal control and accounting procedures will permit the tracing of funds to a level of expenditure adequate to establish that funds have been used in accordance with the approved grant application. The Applicant agrees to maintain effective control over and accountability for all funds, property, and other assets. 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.

M. **Expenditure Reports:** The Contractor shall submit expenditure reports in the time and manner requested by the Agency as specified in the instructions to the Standard Application System (SAS) which are 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, where the Grantee is claiming additional expenditures beyond that originally requested, must be submitted within 60 days after the ending date of the Grant, or as specified in the applicable Program Guidelines.

N. **Refunds Due to TEA:** If the Agency determines that the Agency is due a refund of money paid to the Contractor pursuant to this Contract, the Contractor shall pay the money due to the Agency within 30 days of the Contractor's receipt of written notice that such money is due to the Agency. If the Contractor fails to make timely payment, the Agency may obtain such money from the Contractor 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.

O. **Records Retention:** The Contractor shall maintain its records and accounts in a manner which shall assure a full accounting for all funds received and expended by the Contractor in connection with the Contract Project. These records and accounts shall be retained by the Contractor and made 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 completion of the Contract Project or the date of the receipt by the Agency of the Contractor's final claim for payment or final expenditure report in connection with this Contract, whichever is later. If an audit has been announced, the records shall be retained until such audit has been completed.

The Contractor understands that acceptance of funds under this Contract 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 Contractor 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 Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Contractor and the requirements to cooperate is included in any subcontract it awards.

P. **Time and Effort Recordkeeping:** For those personnel whose salaries are prorated between or among different funding sources, 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 the applicable OMB cost principles.

Q. **Forms, Assurances, and Reports:** The Contractor 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 Contractor 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 Contractor in the event of the Contractor's failure so to comply.

R. **Intellectual Property Ownership:** The Contractor 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 Contractor 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 Contractor agrees to maintain written agreements with all officers, directors, employees, agents, representatives, and subcontractors engaged by the Contractor for the Contract Project, granting the Contractor rights sufficient to support the performance and grant of rights to TEA by the Contractor. Copies of such agreements shall be provided to TEA promptly upon request.

The Contractor 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 Contract, and the Contractor 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 Contract. If any preexisting rights are embodied in the Works, the Contractor 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 Contractor agrees to notify TEA on delivery of the Works if they include any such preexisting rights. On request, the Contractor will provide TEA with documentation indicating a third party's written approval for the Contractor to use any preexisting rights that may be embodied or reflected in the Works.

For School Districts and Nonprofit Organizations: The foregoing Intellectual Property Ownership provisions apply to any school districts, nonprofit organizations, and their employees, agents, representatives, consultants, and subcontractors. If a school district 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 Education Service Centers (ESCs): The foregoing Intellectual Property Ownership provisions apply to an education service center (ESC) and its employees, agents, representatives, consultants, and subcontractors. If an ESC 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 Contract, 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 Contract; 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.

S. **Unfair Business Practices:** By signing this Contract, the Contractor, if other than a state agency, certifies that the Contractor, within the preceding 12 months, has not been found guilty, in a judicial or state agency administrative proceeding, of unfair business practices. The Contractor, 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 Contractor, whether a state agency or not a state agency, certifies that no funds provided under this Contract 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.

T. **Subcontracting:** The Contractor shall not assign or subcontract any of its rights or responsibilities under this Contract, except as may be otherwise provided for in this application, without prior formal written Amendment to this Contract properly executed by both the Agency and the Contractor.

U. **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.

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

W. **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 Contractor, its employees, agents, consultants, or subcontractors, the Contractor 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 Contractor'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 Contractor pursuant to this Contract or is provided by the Agency to the Contractor for use in the Contract Project. If the Contractor fails to make timely payment, the Agency may obtain

such money from the Contractor by any means permitted by law, including but not limited to offset or counterclaim against any money otherwise due to the Contractor by the Agency.

X. **Travel Costs:** Amounts authorized for maximum recovery for travel and per diem 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 funding period. 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. Travel allowances are not allowable costs.

Y. **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 and P.L. 107-110, section 9505).

Z. **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 Contract. Failure to comply with State Board of Education Operating Rule 4.3 is grounds for canceling the Grant.

AA. **Submission of Audit Reports to TEA: Grantees that are public school districts and open-enrollment charter schools** agree to submit the required annual audit report, including the reporting package required under OMB Circular A-133, if an audit is required to be conducted in accordance with OMB Circular A-133, to the TEA Division of Financial Audits in the time and manner requested by the Agency.

Grantees that are **nonprofit organizations (other than charter schools) and universities/colleges** that expend $500,000 or more total in federal awards in any fiscal year and are thus required to conduct a Single Audit or program-specific audit in accordance with the requirements in OMB Circular A-133, agree to submit a copy of such audit 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 audit 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.

A **nonprofit organization or university/college Grantee** shall provide written notification to TEA that an audit was conducted in accordance with OMB Circular A-133 when the schedule of findings and questioned costs disclosed no audit findings related to any federal awards provided by TEA or when the summary schedule of prior audit findings did not report on the status of any prior audit findings related to any federal awards provided by TEA. Nonprofit organizations (other than charter schools) and universities/colleges shall submit the audit report to the TEA Division of Grants Administration. Audit reports must be submitted to TEA within 30 days of receipt of the report from the auditor. Failure to submit a copy of the audit to TEA could result in a reduction of funds paid to the Grantee, a refund to TEA, termination of the Grant, and/or ineligibility to receive additional grant awards from TEA.

BB. **Federal Rules, Laws, and Regulations That Apply to All Federal Programs:** The Contractor shall be subject to and shall abide by all federal laws, rules, and regulations pertaining to the Contract 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 Contractor 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 Contractor 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. **Buy America Act:** The Contractor certifies that it is in compliance with the Buy America Act in that each end product purchased under any federally funded supply Contract exceeding $2,500 is considered to have been substantially produced or manufactured in the United States. End products exempt from this requirement are those for which the cost would be unreasonable, products manufactured in the US that are not of satisfactory quality, or products for which the Agency head determines that domestic preference would be inconsistent with the public interest. The Contractor also certifies that documentation will be maintained that documents compliance with this requirement (FAR 25.1-25.2).
11. 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.
12. **Prohibition of Text Messaging and Emailing while Driving during Official Federal Grant Business:** Personnel funded from federal grants and their subcontractors and subgrantees 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).
13. **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 Contractor or an employee of Contractor violates any of the applicable prohibitions of this award term through conduct that is either associated with performance under this award or imputed to Contractor using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 CFR 85.630. Contractor and Contractor’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. Contractor 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, Contractor must include the requirements of this provision in any subaward made to a private entity.

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

1. **For Local Educational Agencies (LEAs):** 28 CFR 35 Subparts A-E; 28 CFR 36 Subparts C and D, Appendix A; 29 CFR 1630; 34 CFR 75 or 76 as applicable, 77, 79, 80, 81, 82, 85, 97, 98, 99, 104; 47 CFR 0 and 64; and OMB Circulars A-87 (Cost Principles), A-133 (Audits), and A-102 (Uniform Administrative Requirements).
2. **For Education Service Centers (ESCs):** 28 CFR 35 Subparts A-E; 28 CFR 36 Subparts C and D, Appendix A; 29 CFR 1630; 34 CFR 75 or 76 as applicable, 77, 79, 80, 81, 82, 85, 97, 98, 99, 104; 47 CFR 0 and 64; and OMB Circulars A-87 (Cost Principles), A-133 (Audits), and A-102 (Uniform Administrative Requirements).
3. **For Institutions of Higher Education (IHEs):** 28 CFR 35 Subparts A-E; 28 CFR 36 Subparts C and D, Appendix A; 29 CFR 1630; 34 CFR 74, 77, 79, 81, 82, 85, 86, 97, 98, 99, 104; 47 CFR 0 and 64; and OMB Circulars A-21 (Cost Principles), A-133 (Audits), and A-110 (Uniform Administrative Requirements).

4. **For Nonprofit Organizations:** 28 CFR 35 Subparts A-E; 28 CFR 36 Subparts C and D, Appendix A; 29 CFR 1630; 34 CFR 74, 77, 79, 81, 82, 85, 97, 98, 99, 104; 47 CFR 0 and 64; and OMB Circulars A-122 (Cost Principles), A-133 (Audits), and A-110 (Uniform Administrative Requirements).
5. **For State Agencies:** 28 CFR 35 Subparts A-E; 28 CFR 36 Subparts C and D, Appendix A; 29 CFR 1630; 34 CFR 76, 80, 81, 82, 85, 97, 98, 99, 104; 47 CFR 0 and 64; OMB Circulars A-87 (Cost Principles), A-133 (Audits), and A-102 (Uniform Administrative Requirements).
6. **For Commercial (For-Profit) Organizations:** 29 CFR 1630 and 48 CFR Part 31.

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

1. **Participation in Planning:** Applicant will provide reasonable opportunities for the participation by teachers, parents, and other interested parties, organizations, and individuals in the planning for and operation of each program described in this application (20 USC 1232[e]).
2. **Availability of Information:** Any application, evaluation, periodic program plan, or report relating to each program described in this application will be made readily available to parents and other members of the general public (20 USC 1232[e]).
3. **Sharing of Information:** The Contractor certifies that it has adopted effective procedures for acquiring and disseminating significant information from educational research, demonstrations, and similar projects to teachers and administrators participating in each program described in this application, and for adopting, where appropriate, promising educational practices developed through such projects (20 USC 1232[e]).
4. **Prohibition of Funds for Busing:** The Applicant certifies that no federal funds (except for funds appropriated specifically for this purpose) will 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 (20 USC 1228).
5. **Direct Financial Benefit:** The Contractor certifies that funds expended under any federal program will not 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[b][8]).

EE. **Payment for Services:** Payment for service(s) described in this Contract is contingent upon satisfactory completion of the service(s). Satisfaction will be determined by TEA's Project Administrator, at his or her sole discretion but in accordance with reasonable standards and upon advice of his or her superiors at TEA, if necessary.

FF. **Family Code Applicability:** By signing this Contract, the Contractor, if other than a state agency, certifies that under Section 231.006, Family Code, that the Contractor is not ineligible to receive payment under this Contract and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate. TEA reserves the right to terminate this Contract if the Contractor is found to be ineligible to receive payment. If the Contractor is found to be ineligible to receive payment and the Contract is terminated, the Contractor is liable to TEA for attorney's fees; the costs necessary to complete the Contract, including the cost of advertising and awarding a second Contract; and any other damages or relief provided by law or equity.

GG. **Interpretation:** In the case of conflicts arising in the interpretation of wording and/or meaning of various sections, parts, appendices, General Provisions, Special Provisions, exhibits, and attachments or other documents, the TEA Contract and its General Provisions, appendices, and Special Provisions shall take precedence over all other documents that are a part of this Contract.

HH. **Registered Lobbyists:** No state or federal funds transferred to a Contractor/Grantee may be used to hire a registered lobbyist.

II. **Test Administration and Security:** This Contract is executed by the Agency subject to assurance by the Contractor 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 Contractor, or any school, campus, or program operated by the Contractor. Notwithstanding any other provision in this Contract or any other document, this Contract is void upon notice by the Agency, in its sole discretion, that the Contractor or any school, campus, or program operated by the Contractor 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 Contractor, or any school, campus, or program operated by the Contractor. Expenditures and/or activities for which the Contractor may claim reimbursement shall not be accrued or claimed subsequent to receipt of such notice from the Agency.

JJ. **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.

KK. **Student-Identifying Information:** The Contractor agrees that in executing tasks on behalf of TEA, the Contractor 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.

LL. **High-Risk Status, Special Conditions, and Enforcement Actions:** Pursuant to the provisions in 34 CFR 80.12 and 74.14, a Grantee may be identified by TEA as high-risk if the Grantee has a history of unsatisfactory performance; is not financially stable; has a financial management system that does not meet federal financial management standards or the requirements in TEA's Financial Accounting and Reporting (FAR) module; has not conformed to terms and conditions of previous awards; or is otherwise not responsible. TEA may impose one or more special conditions or restrictions on a high-risk Grantee, including payment on a reimbursement basis; withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given funding period; requiring additional, more detailed financial reports; additional project monitoring; requiring the Grantee to obtain technical or management assistance; establishing additional prior approvals; or other conditions that may be legally available. A Grantee identified as high risk will be notified in writing by TEA of the special conditions imposed and the process for removing the high-risk status and special conditions.

Pursuant to the provisions in 34 CFR 80.43 and 74.62, if a Grantee materially fails to comply with any term of an award, whether stated in a federal statute or regulation, an assurance, in a grant application, or elsewhere, TEA may take one or more of the following enforcement actions as appropriate in the circumstances: temporarily withhold cash payments pending correction of the deficiency or more severe enforcement action; disallow all or part of the cost of an activity or action not in compliance; wholly or partly suspend or terminate the current award; withhold further awards for the program; or take other remedies that may be legally available. If an enforcement action is imposed, the Grantee will be notified in writing by TEA of the actions imposed and the process for remedying the noncompliance or removing the enforcement actions.

TEA reserves the right not to award a discretionary Grant to a high-risk Grantee or to a Grantee that is materially noncompliant with the terms and conditions of another award.

Revised 08/2011

The signing of Schedule #1—General Information by the applicant indicates acceptance of and compliance with all requirements described on this schedule.