

Texas Education Agency

# General Provisions and Assurances

Revised 04/2025

### Statement of Provisions and Assurances for the Program(s) in This Application:

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

1. *Subaward*: An award provided by a pass-through entity to a Subrecipient for the Subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A Subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. (2 CFR 200.92)
2. *Agency or TEA*: The Texas Education Agency
3. *Subrecipient*: A non-Federal entity that receives a Subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal awards directly from a Federal awarding Agency. (2 CFR 200.93)
4. *Program Manager*: The person representing the Agency or the Subrecipient, as indicated by the Subaward, for the purposes of administering the Subaward Project
5. *Subaward Project*: The purpose intended to be achieved through the Subaward of which these provisions and assurances are a part
6. *Applicant*: The same as Subrecipient
7. *SAS*: The Standard Application System of which the Application document is a part
8. *Application*: The entire package submitted by the Applicant, including the required schedules contained in the Application
9. *Amendment*: An Application that is revised in budget categories and/or in program activities. The original Application and any previous Amendments are incorporated by reference.
10. *Works*: All tangible or intangible material, products, ideas, documents, or Works of authorship prepared or created by the Subrecipient for or on behalf of TEA at any time after the beginning date of the Subaward (Works includes but is not limited to computer software, data, information, images, illustrations, designs, graphics, drawings, educational materials, assessment forms, testing materials, logos, trademarks, patentable materials, etc.)
11. *Intellectual Property Rights*: The worldwide intangible legal rights or interests evidenced by or embodied in: (a) any idea, design, concept, method, process, technique, apparatus,

- invention, discovery, or improvement, including any patents, trade secrets, and know-how; (b) any work of authorship, including any copyrights, moral rights, or neighboring rights; (c) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (d) domain name registrations; and (e) any other similar rights. The Intellectual Property Rights of a party include all worldwide intangible legal rights or interests that the party may have acquired by assignment or license with the right to Grant sublicenses.
12. *Grant*: The same as Subaward
  13. *Grantee*: The same as Subrecipient
  14. *Grantor*: The same as Agency
  15. *DCC*: The Document Control Center of the Agency
  16. *Capital Assets*: Tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with Generally Accepted Accounting Principles (GAAP). Capital Assets include: (a) Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; and (b) Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to Capital Assets that materially increase their value or useful life (not ordinary repairs and maintenance). (2 CFR 200.12). If the Subrecipient purchases Capital Assets (furniture and/or equipment) with Subaward funds to accomplish the objective(s) of the project, title will remain with the Subrecipient for the period of the Subaward. The Agency reserves the right to transfer Capital Assets for Subrecipient noncompliance during the Subaward period or as needed after the ending date of the Subaward. This provision applies to any and all furniture and/or equipment regardless of unit price and how the item is classified in the Subrecipient's accounting record.
  17. *Capital Expenditures*: Expenditures to acquire Capital Assets or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to Capital Assets that materially increase their value or useful life. (2 CFR 200.13)
  18. *Protected Personally Identifiable Information (PII)*: An individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII that is required by law to be disclosed. (2 CFR 200.82)

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- 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)

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- 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

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recipient must not be required to establish an accrual accounting system. This recipient may develop accrual data for its reports on the basis of an analysis of the documentation on hand. Similarly, a pass-through entity must not require a Subrecipient to establish an accrual accounting system and must allow the Subrecipient to develop accrual data for its reports on the basis of an analysis of the documentation on hand. (3) Records that identify adequately the source and Application of funds for federally- funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation. (4) Effective control over, and accountability for, all funds, property, and other assets. The non-Federal entity must adequately safeguard all assets and assure that they are used solely for authorized purposes. See 2 CFR §200.303 Internal controls. (5) Comparison of expenditures with budget amounts for each Federal award. (6) Written procedures to implement the requirements of 2 CFR 200.305 Payment. (7) Written procedures for determining the allowability of costs in accordance with Subpart E—Cost Principles of this part and the terms and conditions of the Federal award. (2 CFR 200.302(b)(7))

Public school districts, open-enrollment charter schools, and regional education service centers in Texas must comply with the accounting requirements in the Financial Accounting and Reporting (FAR) module of the [Financial Accountability System Resource Guide](#), Texas Education Agency.

- P. Expenditure Reports:** The Subrecipient shall submit expenditure reports in the time and manner requested by the Agency and in accordance with the critical events calendar for the Grant accessible from the [TEA Grant Opportunities](#) page which is incorporated by reference.
- Q. Refunds Due to TEA:** If the Agency, or Subrecipient, determines that the Agency is due a refund of money paid to the Subrecipient pursuant to this Subaward, the Subrecipient shall pay the money due to the Agency within 30 days of the Subrecipient's receipt of written notice that such money is due to the 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 intended to be and are, upon creation, Works made for hire and the sole property of TEA. Subrecipient and its officers, directors, employees, agents, representatives, subgrantees, contractors and subcontractors shall have no rights therein. 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, all works based upon, derived from or incorporating the Works, all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, all causes of action, either in law or in equity for past, present, or future infringement based on the Intellectual Property Rights, and all rights corresponding to the foregoing. Subrecipient agrees to execute all papers and to perform such other actions, as TEA may deem necessary to secure for TEA or its designee the rights herein assigned, 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, subgrantees, contractors 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.

In the event that Subrecipient has any rights in and to the Works that cannot be assigned to TEA, Subrecipient hereby grants to TEA an exclusive, worldwide, royalty-free, irrevocable, and perpetual license to directly and indirectly reproduce, distribute, modify, publicly perform and publicly display the Works, prepare derivative works of the Works, and to make, have made,



use, sell and offer for sale any products developed by practicing such license rights, and to otherwise use such license rights, with the right to sublicense such rights through multiple levels of sublicenses.

If any preexisting rights are embodied in the Works, Subrecipient grants to TEA the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license to (a) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such preexisting rights and any derivative works thereof and (b) authorize others to do any or all of the foregoing. Subrecipient agrees to notify TEA on delivery of the Works if they include any such preexisting rights. On request, Subrecipient will provide TEA with documentation indicating a third party's written approval for Subrecipient to use any preexisting rights that may be embodied or reflected in the Works.

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.

**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 TEA by emailing [copyrights@tea.texas.gov](mailto:copyrights@tea.texas.gov).

**For Colleges and Universities:** The foregoing Intellectual Property Ownership provisions apply to any colleges and universities and their employees, agents, representatives, consultants, and subcontractors; for all Works and derivative Works created or conceived by colleges or universities under the Subaward, each such college or university is granted a non-exclusive, non-transferable, royalty-free license to use the Works that they created, for non-commercial purposes only, 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 TEA by emailing [copyrights@tea.texas.gov](mailto:copyrights@tea.texas.gov).

- 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.

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- BB. Funds for Religious Worship, Instruction:** No funds will be used to pay for religious worship, instruction, or proselytization, or for any equipment or supplies for such, or for any construction, remodeling, repair, operation, or maintenance of any facility or part of a facility to be used for religious worship, instruction, or proselytization. (34 CFR 76.532)
- CC. Disclosure of Gifts and Campaign Contributions:** The Grantee shall file disclosures of gifts and campaign contributions as required by State Board of Education Operating Rule 4.3, which is incorporated as if set out in full. The Grantee has a continuing obligation to make disclosures through the term of the Subaward. Failure to comply with State Board of Education Operating Rule 4.3 is grounds for canceling the Subaward agreement.
- DD. Submission of Audit Reports to TEA:** Grantees agree to submit audit report(s) consistent with the requirements of 2 CFR Part 200, Subpart F of EDGAR, including the reporting package described in 200.512, to the Federal Audit Clearinghouse (FAC). Also by section 44.008 of the Texas Education Code (TEC), Grantees also agree to submit audit reports to TEA Financial Compliance Division in the time and manner requested by the Agency.

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

- EE. Federal Rules, Laws, and Regulations That Apply to All Federal Programs:** The Subrecipient shall be subject to and shall abide by all federal laws, rules, and regulations pertaining to the Subaward Project, including but not limited to:
  - 1. Americans With Disabilities Act,** Public Law (P.L.) 101-336, 42 United States Code (USC) section 12101, and the regulations effectuating its provisions contained in 28 CFR Parts 35 and 36, 29 CFR Part 1630, and 47 CFR Parts 0 and 64.
  - 2. Title VI of the Civil Rights Act of 1964 (Title VI),** as amended (prohibition of discrimination by race, color, or national origin), the regulations effectuating its provisions contained in 34 CFR Part 100, and the provisions of the U.S. Department of Education's Dear Colleague Letter/Certification of April 3, 2025, pertaining to Title VI.
  - 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.

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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 (ESSA, Title VIII, Part F, subpart 5). In addition, no person shall permit smoking within any indoor facility (or portion of such a facility) owned or leased or contracted and utilized for the provision of regular or routine health care or day care or early childhood development (Head Start) services (ESSA, Title VIII, Part F, subpart 5). Any failure to comply with a prohibition in this Act shall be considered to be a violation of this Act and any person subject to such prohibition who commits such violation may be liable to the United States for a civil penalty, as determined by the Secretary of Education (ESSA, Title VIII, Part F, subpart 5).
9. **Fair Labor Standards Act (29 USC 207)**, **Davis Bacon Act (40 USC 276[a])**, and **Contract Work Hours and Safety Standards Act (40 USC 327 et seq.)**, as applicable, and their implementing regulations in 29 CFR 500-899; 29 CFR Parts 1, 3, 5, and 7; and 29 CFR Parts 5 and 1926, respectively.
10. P.L. 103-227, Title X, Miscellaneous Provisions of the GOALS 2000: Educate America Act; P.L. 103-382, Title XIV, General Provisions of the Elementary and Secondary Education Act, as amended; and General Education Provisions Act, as amended.
11. **Prohibition of Text Messaging and Emailing while Driving during Official Federal Grant Business:** Personnel funded from federal Grants and their subcontractors and Subgrantee are prohibited from text messaging while driving an organization-owned vehicle, or while driving their own privately owned vehicle during official Grant business, or from using organization-supplied electronic equipment to text message or email while driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership On Reducing Text Messaging While Driving," October 1, 2009 (pursuant to provisions attached to federal Grants funded by the U.S. 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.
13. Applicable Federal executive orders (EO), including:
  - a. White House EO – [Ending Radical Indoctrination](#)
    - i. Patriotic Education Measures
    - ii. Prohibitions on
      1. Gender ideology
      2. Equity ideology
  - b. White House EO – [Defending Women](#)
  - c. White House EO – [Merit-Based Opportunity](#)
  - d. White House EO – [Ending COVID-19 Mandate](#)
  - e. White House EO – [Keeping Men Out of Women's Sports](#)

**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 U.S. 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:**

1. 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 the Grant Application or by certifying and submitting the eGrants Application, that it will take all necessary and required steps to ensure that all its Subrecipients are in compliance with the fingerprinting requirement.
2. Applicable State executive orders, including:
  - i. Texas EO – [Sex-Based Discrimination](#)
  - ii. Texas EO – [Racial Discrimination](#)

**II. Family Code Applicability:** With its signature on the Grant Application or by certifying and submitting the eGrants Application, the Subrecipient, if other than a state Agency, certifies that under Section 231.006, Family Code, that the Subrecipient is not ineligible to receive payment under this Subaward and acknowledges that this Subaward may be terminated and payment may be withheld if this certification is inaccurate. TEA reserves the right to terminate this Subaward if the Subrecipient is found to be ineligible to receive payment. If the Subrecipient is found to be ineligible to receive payment and the Subaward is terminated, the Subrecipient is liable to TEA for attorney's fees; the costs necessary to complete the Subaward, including the cost of advertising and awarding a second Subaward; and any other damages or relief provided by law or legal 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.



# General Provisions and Assurances

- KK. Registered Lobbyists:** No state or federal funds transferred to a Subrecipient/Grantee may be used to hire a registered lobbyist.
- LL. Test Administration and Security:** This Subaward is executed by the Agency subject to assurance by the Subrecipient that it has at all times been and shall remain in full compliance with Title 19, Texas Administrative Code Chapter 101, and all requirements and procedures for maintaining test security specified in any test administration materials in the possession or control of the Subrecipient, or any school, campus, or program operated by the Subrecipient. Notwithstanding any other provision in this Subaward or any other document, this Subaward is void upon notice by the Agency, in its sole discretion, that the Subrecipient or any school, campus, or program operated by the Subrecipient has at any time committed a material violation of Title 19, Texas Administrative Code Chapter 101, or any requirement or procedure for maintaining test security specified in any test administration materials in the possession or control of the Subrecipient, or any school, campus, or program operated by the Subrecipient. Expenditures and/or activities for which the Subrecipient may claim reimbursement shall not be accrued or claimed subsequent to receipt of such notice from the Agency.
- MM. Social Security Numbers:** Social security numbers will not be provided by TEA as a part of this agreement. TEA is not requiring or requesting school districts or other Grantees to provide social security numbers as a part of this agreement.
- NN. Student-Identifying Information:** The Subrecipient agrees that in executing tasks on behalf of TEA, the Subrecipient will not use any student-identifying information in any way that violates the provisions of FERPA and will destroy or return all student-identifying information in accordance with the terms in Section on Confidential Information, FERPA, and Information Security Requirements hereof.
- OO. Protected Personally Identifiable Information (Protected PII):** The Subrecipient agrees to take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding Agency or pass-through entity designates as sensitive or the non-federal entity considers sensitive consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality.
- PP. Authorized Officials for Grant Payments:** Subrecipient assures that the Grantee Manager and/or Grantee Official, or such person using the Grantee Manager or Grantee Official's credentials, has been authorized by the Subrecipient organization to enter the organization into legally binding agreements for grant payment purposes prior to the Grantee Manager or Grantee Official certifying and submitting expenditure payment requests in the TEA Expenditure Reporting (ER) System.
- QQ. Electronic and Information Resources Accessibility Standards:** Subrecipient represents and warrants that the products and services that are the subject of this Subaward comply with the Texas accessibility requirements for Electronic Information Resources (EIR) specified in 1 Tex. Admin. Code Chapter 206 and 1 Tex. Admin. Code Chapter 213. For purposes of this Subaward,

digital files such as PDFs, Word files, PowerPoint files, and other similar files are EIR within the meaning of Chapter 206 and Chapter 213 of the Texas Administrative Code.

Subrecipient represents and warrants that the deliverables under this Subaward also comply with the federal regulations set forth in Section 508 of the Rehabilitation Act of 1973.

Subrecipient shall follow the Web Content Accessibility Guidelines (WCAG), version 2.1 of June 5, 2018, level AA, from the World Wide Web Consortium as the minimum technical accessibility standard unless a stricter standard is mandated under 1 Tex. Admin. Code Chapter 206 or 1 Tex. Admin. Code Chapter 213.

Upon request of TEA, which shall not be unreasonable, Subrecipient shall arrange accessibility testing with a third-party company to evaluate the accessibility of each EIR at Subrecipient's expense unless otherwise provided in this Subaward. The ideal third-party company shall have a proven track record in accessibility testing for products of the same type as the EIR and use real users with disabilities for manual testing. The third-party company will provide an accessibility conformance report (ACR) to the Subrecipient and any recommendations they suggest. Subrecipient shall provide a copy of the ACR to TEA.

**RR. Load Testing:** The vendor must provide documentation to TEA the application has been load tested. The results in the documentation must meet or exceed the required demands. The vendor must provide a supported service level agreement of uptime per month. The vendor must provide expected recovery time objective (RTO) and recovery point objective (RPO) in the event of major outage.

**SS. Failed Load Testing:**

In its sole judgment, TEA may terminate the agreement for cause if the application fails to meet the criteria for success. In its sole determination, TEA may exercise any, or all, of the following remedies in lieu of termination of this Agreement:

1. The vendor shall be given the opportunity to extend the Load Testing period for up to thirty (30) calendar days to allow the vendor to diagnose and correct performance problems that may be caused by the application or the configuration of the application, or;
2. The vendor shall be given the opportunity to install additional hardware or platform components, at the vendor's sole expense, to meet the performance requirements specified, or;
3. The vendor shall be given up to thirty (30) days following the diagnosis of any problem related to the application to correct, at the vendor's sole expense, the defects in the application, or;
4. At TEA's sole option, TEA will exercise one, or any combination, of the options described above. Should the application fail to successfully complete the Load Test,

the application will be deemed to have failed Acceptance and TEA will be entitled to a full refund.

If the selected vendor fails to complete the due performance of the contract in accordance to the terms and conditions, TEA reserves the right either to cancel the contract or to accept performance already made by the selected vendor. In case of termination of contract TEA reserves the right to recover an amount fixed as Liquidated Damages for non-performance.

By signing and submitting the application, or certifying and submitting the eGrants application, the Applicant indicates acceptance of and compliance with all requirements described herein.

**TT. Executive Orders:** The recipient, including but not limited to, TEA, the local educational agency, as applicable, will comply, or continue to comply, with all applicable Federal and State executive orders. These orders include, but are not limited to:

1. Exec. Order No. 14214, 90 Fed. Reg. 9949 (2025), which prohibits schools and other educational institutions that receive federal financial assistance from conditioning student enrollment on COVID-19 vaccination status;
2. Exec. Order No. 14168, 90 Fed. Reg. 8615 (2025), which prohibits the use of Federal funds in the promotion of gender ideologies and further requires that intimate spaces (e.g., restroom) are designated according to one's biological sex;
3. Exec. Order No. 14190, 90 Fed. Reg. 8853 (2025), which prohibits the use of Federal funds for direct or indirect activities or educational instruction related to discriminatory equity ideology or social transitioning;
4. Exec. Order No. 14201, 90 Fed. Reg. 9279 (2025), which requires Title IX of the Education Amendments Act of 1972 be applied on the basis of biological sex, not gender identity, and prohibits transgender-identifying athletes from participating in all-women sports teams;
5. Exec. Order No. 14173, 90 Fed. Reg. 8633 (2025), which requires that grant recipients (which, in the State of Texas, extends to subrecipients by virtue of this assurance) agree that adherence to Federal anti-discrimination laws is material to the government's payment decisions and further requires that recipients certify that it does not operate any programs promoting diversity, equity, and inclusion (DEI) in a manner violative of Federal anti-discrimination laws (which, by virtue of this assurance, the subrecipient certifies);
6. Texas Exec. Order No. GA 55, which requires all people be treated equally, regardless of race; and,
7. Letter from Governor Greg Abbott to Chairmen and Executive Directors (Jan. 30, 2025), which requires Texas agencies to take actions on the basis of biological sex and not gender identity.

# General Provisions and Assurances

- UU. Equal Treatment of All Persons:** Consistent with Article I, Section 3a of the Texas Constitution, the Fourteenth Amendment to the United States Constitution, federal and State law, and Executive Order No. GA-55, Subrecipient represents and warrants that:
1. All conduct under this Subaward shall be administered and performed in a neutral manner without regard to race of persons;
  2. Subrecipient shall not, in the specific performance of this Subaward, elevate one individual person over another, or advantage any one person over another, due to race;
  3. Subrecipient shall not, in the specific performance of this Subaward, employ practices or engage in any advancement of the programs known as DEI, critical race theory, affirmative action, or other similar, divisive agendas;
  4. Subrecipient's staff, agents, subgrantees, contractors, and subcontractors that are selected and employed in the specific performance of this Subaward shall be selected and employed solely on merit and the ability to perform; and
  5. Subrecipient shall ensure that any subgrantees, contractors and their subcontractors participating in the specific performance of this Subaward represent and warrant to the provisions of this clause.
- VV. Biological Sex and No Preferred Pronouns:** Subrecipient represents and warrants that it shall ensure that all actions in specific performance of this Subaward shall comply with federal and state law and reflect that there are only two sexes. Subrecipient's employees, officers, representatives, subgrantees, contractors, subcontractors, and agents shall not, in performance of this Subaward, present, direct, request, or suggest the use of preferred personal pronouns in professional correspondence or presentations.
- WW. Unauthorized Recordings or Transcripts Prohibited:** Subrecipient may not, except to the extent required by federal or Texas law, record or transcribe the contents of any meeting involving TEA staff without the prior written consent of TEA. Written consent must be obtained from the TEA for each meeting that will be recorded or transcribed; blanket written consent for all meetings under the Subaward or a subset of those meetings is insufficient under this clause. This prohibition includes, but is not limited to, the use of generative artificial intelligence (AI) for such purpose. Any transcription that is authorized under this clause must be submitted to TEA for review upon request.
- XX. Trademark License for Subrecipient's Use of TEA's Logo and Other Trademarks:** Subrecipient hereby acknowledges and agrees that all trademarks and service marks adopted, used, registered, and/or owned by TEA, including those trademarks and service marks created by Subrecipient under this Subaward (together, "TEA Trademarks," including as shown in the TEA Brand Book, which is available upon request), remain the exclusive property of TEA, that all right, title and interest in and to the TEA Trademarks are exclusively held by TEA and all goodwill associated with such trademarks inures solely to TEA. TEA hereby grants to

Subrecipient, and any approved subgrantees, contractors, or subcontractors, for the term of the Subaward, a limited, non-exclusive, non-assignable, non-transferable license to reproduce specific TEA Trademarks, which must be approved by TEA in each case, on published materials, in print and digital form, solely for purposes authorized under this Subaward and only in furtherance of the purpose of the Subaward (“TEA Trademarks License”), provided that such TEA Trademarks License is expressly conditional upon and subject to, the following:

1. Subrecipient is in compliance with all provisions of, and laws applicable to, this Subaward;
2. Subrecipient is in compliance with all rules, requirements, formats and depictions as set forth in the TEA Brand Book;
3. Subrecipient’s use of the TEA Trademarks is strictly in accordance with the quality standards and in conformance with the reproduction requirements set forth in the TEA Brand Book or as otherwise communicated by TEA and used as directed by TEA;
4. Subrecipient takes no action to damage the goodwill associated with the TEA Trademarks, and does not directly or indirectly contest, attack, dispute, challenge, cancel and/or oppose TEA’s right, title and interest in the TEA Trademarks or their validity;
5. Subrecipient makes no attempt to sublicense, assign or transfer any rights under this TEA Trademarks License;
6. Subrecipient makes no use of the TEA Trademarks to advertise, market, or sell its goods or services to any third parties;
7. Subrecipient complies with any marking requests TEA may make in relation to the TEA Trademarks, including without limitation to use the phrase “Registered Trademark,” the symbol “™”, and/or the registered trademark symbol “®”, as directed by TEA; and
8. Subrecipient shall provide examples of proposed usage of the TEA Trademarks for review and approval by TEA.

If TEA discovers that Subrecipient’s uses of the TEA Trademarks are not of a high quality, as determined by TEA, TEA may give Subrecipient five working days’ written notice within which to change its operations to conform to TEA’s requirements. After the five working day period, should Subrecipient fail to meet the quality requirements of TEA, TEA, may at its sole discretion, terminate Subrecipient’s license to use TEA Trademarks.

Subrecipient further agrees that it is critical that the goodwill associated with the TEA Trademarks is protected and enhanced and, toward this end, Subrecipient shall not during the term of the Subaward or thereafter: (i) attack the title or any rights of TEA in or to the TEA Trademarks; (ii) attack the validity of this Subaward; (iii) do anything either by an act of omission or commission which might impair, violate or infringe the TEA Trademarks; (iv) claim

(adversely to TEA or anyone claiming rights through TEA) any right, title or interest in or to the TEA Trademarks; (v) misuse or harm the TEA Trademarks or bring the TEA Trademarks into disrepute; (vi) for its benefit, directly or indirectly, register or apply for registration of the TEA Trademarks or any mark which is, in TEA's reasonable opinion, the same as or confusingly similar to any of the TEA Trademarks; and/or (vii) for its benefit, directly or indirectly, register, maintain or apply for registration of a domain name which is, in TEA's reasonable opinion, the same as, confusingly similar to or incorporates any of the TEA Trademarks.

- YY. Compliance with TEA Brand Book:** Subrecipient represents and warrants that all materials produced for and/or procured by TEA will align with the requirements and content expectations detailed in the TEA Brand Book. To the extent that Subrecipient has any questions about content in the TEA Brand Book or TEA appearance and style guidelines, they should email [Communications@tea.texas.gov](mailto:Communications@tea.texas.gov).