

STATE OF TEXAS §
COUNTY OF TRAVIS §

Division Number: 210 / 215	Program Name: Combined NCLB Agreement
Org. Code: _____	Legal/Funding Authority: Title I Part A NCLB; P.L. 107-110 ESEA, as amended by NCLB, Title I, Part C, 84.011A; Title III Part A ESEA as amended by NCLB 2001; TEC Ch. 8
Speed Chart: Multiple	
Payee Name: Education Service Center Region 10	CAPPS Contract #: 3451
Payee ID: 17512491857	PO #: 34977

COOPERATIVE AGREEMENT

Section 1.0 PARTIES AND AUTHORITY:

This Cooperative Agreement (CA) is entered into by and between the Texas Education Agency (TEA) (Receiving Party) and Education Service Center (ESC) Region 10 (Performing Party) pursuant to the authority granted and in compliance with the Texas Education Code, Chapter 8 to carry out a public education initiatives authorized by law.

Section 2.0 SERVICES TO BE PERFORMED:

ESC Region 10 will provide services to local education agencies (LEAs) for each of the programs titled below and described in each Section and herein incorporated to this agreement to ensure that all local school districts and charter schools have access to technical assistance, professional development, support services, and to support additional State projects or activities necessary to implement these programs.

- Section I, No Child Left Behind (NCLB) Title I Part A, Appendices One thru Four
- Section II, NCLB Title I Part C – Migrant, Appendices One thru Four
- Section III, NCLB Title III, Part A – English Language Acquisition, Appendices One thru Four

Section 3.0 TERM OF AGREEMENT:

This CA is to begin September 1, 2015 and shall terminate on August 31, 2016. This CA may be renewed for three (3) additional one-year terms thereafter by mutual agreement of the Parties in the form of a written amendment. The renewal is contingent to the continued availability of federal funds or funds appropriated by the Texas Legislature for this project.

Section 4.0 AMOUNT:

The total amount for the original term of the CA is **\$722,480.00**. The total budget amount is comprised of the sum of the budgets for Section I, II, and III.

Section 5.0 PAYMENT FOR SERVICES:

TEA shall pay Performing Party in accordance with the approved budget and narrative report for the services performed and described in this CA. Payments will be based on meeting specific requirements. Accountability is based on performance of the identified tasks and results. All payments are tied to agreed-upon amounts towards the completion of the deliverables. Payment will be based on milestones or progress towards of the project. Reports will document the work accomplished to justify payment.

Performing Party may bill TEA no more than monthly for services rendered in accordance with the provisions of the CA. Performing Party shall submit the TEA Cooperative Agreement Invoice form electronically to the following email address: TEAAccountsPayable@tea.texas.gov or the Performing Party can mail invoices to:

Texas Education Agency
Attn: Accounts Payable
1701 N. Congress Avenue
Austin, Texas 78701-1494

Purchases of food are generally prohibited and must be preapproved by the TEA Project Manager. Food purchases must be in accordance with Federal Regulations, §200.432. Purchases must be necessary and reasonable for the successful performance of the Contract. This applies to both federal and state funded contracts. Website to view the regulations: http://www.ecfr.gov/cgi-bin/text-idx?SID=f61b41b94d57ed256eb46811a14d243d&mc=true&node=se2.1.200_1432&rgn=div8

TEA follows the Federal Rate Schedule for reimbursement of meal and lodging expenditures adopted by the State of Texas. Performing Agency shall maintain receipts in accordance with paragraph F of the Contract Terms and Conditions. The Comptroller's website for travel rules and regulations – **texttravel**: <https://fmx.cpa.state.tx.us/fmx/travel/texttravel/index.php>. Receipts must be made available for programmatic or financial audit, by TEA and by others authorized by law or regulation to make such an audit, for a period of not less than seven (7) years.

Travel expense reimbursement is not a per diem. Employees and Performing Party must claim the actual expenses incurred for meals and lodging not to exceed the maximum allowable rates. The maximum should not be claimed unless the actual expenditures equal or exceed the maximum allowable rate.

Section 6.0 CONTRACT MANAGEMENT:

6.1 Notices: Any notice relating to the CA that is required or permitted under this CA by one party to the other party shall be in writing and shall be addressed to the designated point of contact at the address specified below. The notice shall be deemed to have been given immediately if delivered in person to the recipient's email address specified below. It shall be deemed to have been given on the date of certified receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address specified below. Registered or certified mail with return receipt is not required for copies.

6.2 Points of Contact: The Performing Party shall direct all correspondence, notices, invoices and payments to the designated staff for each of the programs of the Receiving Party.

Section 7.0 AMENDMENTS:

Any modifications, additions, or deletions, to the specified deliverables or terms and conditions of this CA, including the allocation of additional funds to the current list of proposed activities, or any extensions of the CA shall be processed through a written amendment and executed by both parties.

Section 8.0 ENTIRE COOPERATIVE AGREEMENT:

This CA together with the documents mentioned herein and which are incorporated herein by this reference, contains the entire agreement between the parties relating to the rights granted and the obligations assumed in it. Any oral representations or modifications concerning this contract shall be of no force or effect unless contained in a subsequent amendment executed by both parties.

8.1 Attachments:

Attached hereto and made a part hereof by reference are the documents indicated below with an "X" beside each:

- Cooperative Agreement Terms and Conditions
- Special Provisions A, Program Specific
- Special Provisions B, Debarment
- Special Provisions C, Lobbying Certification
- Cooperative Agreement Invoice form (separate Excel spreadsheet)

Section 9.0 CERTIFICATIONS:

RECEIVING PARTY further certifies that it has the authority to receive the above services by authority granted in: Texas Education Code, Chapter 8.

PERFORMING PARTY further certifies that it has authority to perform the above services by authority granted in: Texas Education Code, Chapter 8.

SUBJECT TO APPROVAL, the authorized representatives of the undersigned parties bind themselves to the faithful performance of this CA. It is mutually understood that this CA will be effective on the earliest date shown in Section 3.0.

RECEIVING PARTY

PERFORMING PARTY


TEXAS EDUCATION AGENCY

EDUCATION SERVICE CENTER REGION 10

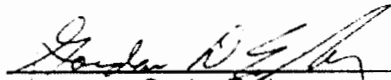
Name

Name

By:



By:



Shirley Beaulieu

Gordon Taylor

Associate Commissioner Finance/CFO

Executive Director

2-3-16

Date

2-2-16

Date

Return signed copy to:
TEAContracts@tea.texas.gov

Section I
Title I Part A, No Child Left Behind (NCLB)
Appendix One
Description of Services

I. Background and Purpose:

This initiative meets the Agency's statutory requirements for implementing a statewide system of support for the Local Educational Agencies (LEAs) under the *No Child Left Behind* (NCLB) program. In Texas, the Regional Education Service Centers (ESCs) provide a system of support for LEAs in implementing NCLB programs. Funding for these activities is essential in order for TEA to meet obligations to the U.S. Department of Education (ED) under the statute for training and technical assistance as the agency does not have the resources to provide this support without ESC assistance.

The service deliverables under the NCLB initiative comprise the core system of support activities for Title I Parts A and D Subpart programs. Both the basic service and the system of support deliverables require funding in order to execute the agency's statutory obligations.

Statutory Citation: P.L. 107-110; Section 1117 (a)(2)(C)

II. Objectives and Target Outcomes

- Ensure the ESC provides ongoing and continuous support to LEAs and campuses within the region on all programs addressed in this component of the contract
- Increase the number of LEAs and campuses that receive ongoing and continuous support in meeting the statutory Title I program implementation requirements in the areas of planning and parent involvement
- Increase the number of LEAs and campuses receiving technical assistance and professional development in conducting a Comprehensive Needs Assessment and writing a Campus Improvement Plan that will result in more students meeting State standards
- Ensure that the number of Comprehensive Needs Assessments and Campus Improvement Plans meeting statutory requirements increases across the State
- Increase parent involvement at Title I served campuses in a manner that increases student achievement
- Increase the number of LEAs and campuses receiving technical assistance and professional development in NCLB programs in a manner that increases student achievement

III. Reporting

The ESC will participate with TEA in extensive review of all documents submitted as evidence to support project implementation and cost reimbursement. A reporting template will be provided prior to the progress report due date. Documentation must be maintained locally that supports the information provided to TEA on the invoice and reporting template. Samples of the documentation to be maintained locally include the following:

- An agenda include the date, sign in sheets, list of LEAs and/or campuses participating, training materials used and documents provided for each of the required trainings described in the activities plan contained in this contract
- Descriptive data and narratives highlighting the outcomes of major activities
- A record of technical assistance provided to each LEA and campus
- Contact log data; reported by campus, district, and educator role
- List, by date, of information and resources that were disseminated to the LEAs and campuses within the region and copies of information or resources that were disseminated where appropriate
- Log, by date, including time spent with campuses that did not meet the Campus Improvement Plan requirements after being reviewed by the Random Campus Improvement Validation process

**Section I
Title I Part A, No Child Left Behind (NCLB)
Appendix One
Description of Services**

- Evidence of attendance at the Fall and Spring TEA/ESC meetings
- Evidence of attendance at the Statewide Parental Involvement Conference

Progress reports will be submitted the 10th day following the close of a quarterly reporting period. Reporting periods for this project are as follows:

- A FINAL expense report due before September 10, 2016
- The final annual report for FY 2016 will be due in the subsequent contract year.

IV. Collaboration

The ESC will work collaboratively with the appropriate TEA staff, LEAs and other TEA service providers related to this project in order ensure the most current and accurate information and services are delivered. In doing so, the ESC will do the following:

- Attend and participate in TEA/ESC meetings
- Attend scheduled TETNs, webinars, and conference calls
- Complete the activities for each task according to the timelines and requirements established
- Submit invoicing and reporting documents on the required timelines
- Respond to TEA invoicing, reporting, and phone calls in a timely manner
- Contact the TEA program manager for assistance when necessary

The TEA staff will assume the following roles and responsibilities:

- Work with the contracted ESC as needed to provide information on changes in legislation, reporting needs, program activities and any other activities that may affect the ESEA program
- Provide support through TEA/ESC meetings, scheduled TETNs, webinars, and conference calls
- Work with the contracted ESC to address unforeseen developments, identify problems, and propose solutions
- Review and approve all program reporting in a timely fashion and conduct reporting period conference calls, as needed
- Monitor the ongoing work of the contracted ESC as outlined in the contract to ensure compliance with contract terms
- Approve quarterly invoices in a timely fashion

V. TEA Staff contacts:

NCLB SUPPORT PROGRAM 2015-2016 TEA Staff Contacts			
Task	Name	Email	Phone
NCLB-LEA Professional Development	LaNetra Guess	LaNetra.Guess@tea.texas.gov	(512) 463-6939
NCLB LEA Technical Assistance and Support			
Campus Improvement Plans and Parent Involvement Technical Assistance and Support	Anita Villarreal	Anita.Villarreal@tea.texas.gov	(512) 463-9402

**Section I
Title I Part A, No Child Left Behind (NCLB)
Appendix Two
Management Plan**

The staff member(s) listed in the tables below will direct the overall project throughout the duration of the contract, and/or will coordinate major activities during each phase of the project in fulfillment of the contract.

NCLB SUPPORT PROGRAM 2015-2016 PROJECT ADMINISTRATION	
ESC project administrator and primary TEA contact:	Amber Lasseigne, Assistant Director, Special Revenue
Project administrator email address:	amber.lasseigne@region10.org
Project administrator phone number:	972-348-1452

NCLB SUPPORT PROGRAM 2015-2016 MANAGEMENT PLAN			
Name of Staff Member	Title of Staff Member	Responsibility on this project	Estimated % time on project
Amber Lasseigne	Assistant Director	Direct Services to LEA's on Task 2	10%
Dana Grieb	Assistant Director	Direct Services to LEA's on Task 2	10%
Natosha Scott	Program Coordinator	Direct Services to LEA's on Task 2	15%
Kimberly Gilson	ESC Consultant	Direct Services to LEA's on Task 2	20%
Lauren McKinney	ESC Consultant	Direct Services to LEA's on Task 2	15%
Kimberly Simmons	ESC Consultant	Direct Services to LEA's on Task 2	15%
Becky Book	ESC Consultant	Direct Services to LEA's on Tasks 1 & 2	Task 1- 10% Task 2- 15%

Nerissa Erickson	ESC Consultant	Direct Services to LEA's on Tasks 1 & 2	Task 1- 10% Task 2- 15%
TBD	ESC Consultant	Direct Services to LEA's on Task 2	10%
TBD	Admin Assistant	Direct Services to LEA's on Task 2	30%
Joanne Swafford	Admin Assistant	Direct Services to LEA's on Task 2	15%
TBD	Admin Assistant	Direct Services to LEA's on Task 2	10%

Section I
Title I Part A, No Child Left Behind (NCLB)
Appendix Three Task and Activity Plan

NCLB SUPPORT PROGRAM 2015-2016 TASKS		
#	Task	Total ESC Allocation
1	NCLB LEA Professional Development, Technical Assistance, and Support	\$191,218
2	Campus Improvement Plans and Parent Involvement Technical Assistance and Support	\$30,000

Funds must be used only for activities associated with that task.

**Section I
Title I Part A, No Child Left Behind (NCLB)
Appendix Three
Task and Activity Plan**

NCLB SUPPORT PROGRAM 2015-2016 TASKS				
Task	Activity #	Activity	Begin Date	End Date
1	1	Attend Fall 2015 and Spring 2016 <i>TEA/ESC Coordinated ESEA</i> meetings in Austin. (Minimum of one ESC staff member in attendance).	10/27/2015 3/29/2016	10/29/2015 3/31/2016
1	2	Attend the <i>National Title I Conference</i> in Houston, TX on January 28-31, 2016. (Minimum of one ESC staff member in attendance).	1/28/2016	1/31/2016
1	3	Attend scheduled ESEA Texas Education Telecommunication Network (TETNs) meetings. (Minimum of one ESC staff member in attendance).	9/1/2015	8/31/2016
1	4	Schedule and hold at a minimum a four-hour training in the fall (2015) and in the spring (2016) for Federal Program Directors or their designees on the Title I Part A requirements including but not limited to the following topics: <ul style="list-style-type: none"> • Title I School Support Teams • Networking opportunities for Title I campus principals on the basic Title I program requirements • Networking opportunities for LEAs that showcase Reward Schools • Schoolwide reform strategies • Private Non-Profit school participation, equitable services, and other requirements • Title I, Part D Subpart 2 compliance Report, Annual Survey Count, and other requirements • Comprehensive Needs Assessment • Campus Improvement Plans 	9/1/2015	8/31/2016
1	5	Provide professional development as designed, approved, and provided by TEA, including the use of approved NCLB resources developed collaboratively by ESCs and TEA to LEAs and campuses receiving Title I Part A funding within the region. Training must include but is not limited to the following topics: <ul style="list-style-type: none"> • Highly Qualified Continuous Improvement Plans • Title I Part A, Title I Part A-Neglected, and Title I Part D Subpart 2 program requirements, campus allocations, campus selection, and allowable uses of funds • Private Non-profit (PNP) school participation; • NCLB Consolidated Application for Federal Funding and compliance reports, including Title I Part D reports, Gun-Free Schools reports and Highly Qualified Teacher and Paraprofessional Reports • Title I Part D Subpart 2 PR2000 Compliance Report • TEA comparability of services automated data-collection system • Program Compliance • Campus Improvement Plans • Comprehensive Needs Assessments • Collaboration with other federal programs such as McKinney Vento, Title I, Part C, Title III, Part A 	9/1/2015	8/31/2016
1	6	Provide high-quality, frequent technical assistance to LEAs with Private Non-Profit (PNP) entities in uploading and submitting Equitable Services Worksheets and Title I Part A Affirmations to NCLB Reports by October 1 and ongoing technical assistance for LEAs until all PNP revisions have been made and submitted through NCLB Reports.	9/1/2015	8/31/2016
1	7	Provide high-quality, frequent technical assistance to LEAs in completing the annual NCLB Consolidated Application for federal funding and NCLB Compliance Report, through means such as phone calls, guidance documents, site visits, and webinars.	9/1/2015	8/31/2016
1	8	Provide ongoing technical assistance to LEAs and campuses within the region for submission of Title I Part D Subpart 2 reports (PR2000, Annual Survey Count).	9/1/2015	8/31//2016

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Title I Part A, No Child Left Behind (NCLB)
Appendix Three
Task and Activity Plan**

Task	Activity #	Activity	Begin Date	End Date
2	1	Provide ongoing and continuous support for the Comprehensive Needs Assessment (CNA).	9/1/2015	8/31/2016
2	2	Schedule and hold at a minimum of one four-hour training for LEAs on the requirements and steps necessary to complete an effective CNA using tools and resources provided by TEA, School Support and Family and Community Engagement, and the Capacity Building Initiatives. The CNA training is required to address the following areas: demographics; student achievement; school culture and climate; staff quality, recruitment and retention; curriculum, instruction and assessment; family and community involvement; school organization; and technology.	9/1/2015	8/31/2016
2	3	Schedule and hold at a minimum one four-hour training for LEAs on the requirements and steps necessary to complete an effective CIP using tools and resources provided by TEA, School Support and Family and Community Engagement, and the Capacity Building Initiatives. The training must assist LEAs and schoolwide campuses to be able to accomplish the following: <ul style="list-style-type: none"> • Clearly incorporate the ten components of a schoolwide Program so they are easily identifiable • Describe how the school will use Title I, Part A resources and other sources to implement the ten components • Include a list of state and federal programs whose funds will be coordinated and/or combined to implement a schoolwide program • Describe how the intent and purpose of the federal programs whose funds are coordinated and/or combined on a schoolwide campus are met • Include sufficient activities to address the needs of the intended beneficiaries of the federal programs whose funds are coordinated and/or combined on a schoolwide campus for upgrading the entire education program • Describe the resources and data the campus will use to evaluate each activity and/or resource that is included in the CIP where Title I, Part A funds were expended • Clearly define the LEA's criteria for identifying students for Title I, Part A services in the LEA's District Improvement Plan and in the CIP • Describe any supplemental criteria established at the campus level in the CIP • Identify criteria for every grade that receives services under Title I, Part A Targeted Assistance programs 	9/1/2015	8/31/2016
2	4	If there are Targeted Assistance (TA) campuses within the region then training must be provided to the LEA and TA campuses to address the following components in the TA plan: <ul style="list-style-type: none"> • Ensure that planning for students served under this part is incorporated into existing school planning • Use effective methods and instructional strategies that are based on scientifically-based research that strengthens the core academic program of the school and that: (1) gives primary consideration to providing extended learning time, such as an extended school year, before- and after-school, and summer programs and opportunities; (2) helps provide an accelerated, high-quality curriculum, including applied learning; and (3) minimizes removing children from the regular classroom during regular school hours for instruction provided under this part • Coordinate with and support the regular education program, which may include services to assist preschool children in the transition from early childhood programs such as Head Start, Even Start, Early Reading First or State-run preschool programs to elementary school programs 	9/1/2015	8/31/2016

**Section I
Title I Part A, No Child Left Behind (NCLB)
Appendix Three
Task and Activity Plan**

Task	Activity #	Activity	Begin Date	End Date
		<ul style="list-style-type: none"> • Provide instruction by highly qualified teachers • In accordance with subsection (e)(3) and Section 1119, provide opportunities for professional development with resources provided under this part, and, to the extent practicable, from other sources, for teachers, principals, and paraprofessionals, including, if appropriate, pupil services personnel, parents, and other staff, who work with participating children in programs under this section or in the regular education program; • Implement strategies to increase parental involvement in accordance with Section 1118, such as family literacy services • Coordinate and integrate federal, state, and local services and programs, including programs supported under this Act, violence prevention programs, nutrition programs, housing programs, Head Start, adult education, vocational and technical education, and job training • Clearly define the LEA's criteria for identifying students for Title I, Part A services in the LEA's District Improvement Plan and in the Campus Improvement Plan. • Describe any supplemental criteria established at the campus level in the Campus Improvement Plan. • Identify criteria for every grade that receives services under Title I, Part A Targeted Assistance programs 		
2	5	Schedule individual campus site visits to provide technical assistance in the deficient areas for one to two campuses that participated in the CIP Random Validation process and did not meet the CIP requirements. A required technical assistance form will be provided to the ESC so that campus personnel can attest to providing the technical assistance or to indicate that the campus declined the ESC's assistance. Specific timeline to meet this requirement will be determined at a later time.	9/1/2016	5/1/2016
2	6	Provide LEAs ongoing and continuous support for Title I, Part A Parent and Community Engagement implementation requirements by disseminating information provided by TEA, the Statewide Capacity Building Initiative, and the Statewide School Support and Family and Community Engagement Initiative; collaborating with the ESC's parent involvement staff and collaborating across program staff at the ESC.	9/1/2015	8/31/2016
2	7	Schedule and hold at a minimum one four-hour training for LEAs on compliance with requirements for Parent and Community Engagement using tools and resources provided by TEA, School Support and Family and Community Engagement, and the Capacity Building Initiatives. The training is required to address the following topics: <ul style="list-style-type: none"> • School-Parent Compacts • LEA Written Parental Involvement Policy • Campus Written Parental Involvement Policy • Parents Right to Know • Annual Title I, Part A Meeting Requirements • School Partnerships • Diversity • Parents of Poverty 	9/1/2015	8/1/2016
2	8	Attend the Statewide Parental Involvement Conference (Minimum of one ESC staff member in attendance).	12/10/2015	12/12/2015
2	9	Coordinate services with the Division of School Improvement and Support as needed or when requested.	9/1/2015	8/31/2016

Funds must be used only for activities associated with that task. For example Task 2 funds may not be used for activities for Task 1.

Section I
Title I Part A, No Child Left Behind (NCLB)
Appendix Four
Budget

Cost Category	Description	Proposed Budget
TASK 1 – Professional Development, Technical Assistance and Support (TEA P/G 60001615), CFDA 84.999		
6100	Payroll	\$ 147,522.00
6119	Payroll Costs - Professional Salaries	\$ 99,682.00
6129	Payroll Costs - Support Salaries	\$ 23,622.00
614x	Payroll Costs - Fringe Benefits	\$ 24,218.00
6200	Contracted Services	\$ 22,512.00
6298	Miscellaneous Contracted Services - Facility Use Fee	\$ 7,980.00
6294	Miscellaneous Contracted Services - Infrastructure Support	\$ 3,183.00
6269	Rentals - Operating Leases - Outside Rental	\$ 6,349.00
6299	Miscellaneous Contracted Services - Contracted Services	\$ 5,000.00
6300	Materials & Supplies	\$ 5,000.00
6397	Supplies and Materials - General - Print Materials	\$ 3,500.00
6398	Supplies & Materials - General - Program Materials & Supplies	\$ 1,500.00
6400	Other Operating Costs	\$ 6,880.00
6429	Insurance and Bonding Costs - General Liability Insurance	\$ 380.00
6411	Travel, Subsistence and Stipends - Staff Travel	\$ 6,500.00
TASK 1 Total Direct Costs		\$ 181,914.00
Direct Costs Excluded from IDC Calculation (Exclusions)		\$ -
Modified Total Direct Costs (MTDC) = DC - Exclusions		\$ 181,914.00
Indirect Costs (IDC) = MTDC x IDC Rate 5.115%		\$ 9,304.00
TASK 1 TOTAL		\$ 191,218.00
TASK 2 – Campus Improvement and Parent Involvement (TEA P/G 61011632), CFDA 84.010		
6100	Payroll	\$ 25,150.00
6119	Payroll Costs - Professional Salaries	\$ 21,398.00
614x	Payroll Costs - Fringe Benefits	\$ 3,752.00
6200	Contracted Services	\$ 1,175.00
6298	Miscellaneous Contracted Services - Facility Use Fee	\$ 840.00
6294	Miscellaneous Contracted Services - Infrastructure Support	\$ 335.00
6300	Materials & Supplies	\$ 750.00
6397	Supplies and Materials - General - Print Materials	\$ 500.00
6398	Supplies & Materials - General - Program Materials & Supplies	\$ 250.00

Section I
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Appendix Four
Budget

6400	Other Operating Costs	\$	1,466.00
6429	Insurance and Bonding Costs - General Liability Insurance	\$	40.00
6411	Travel, Subsistence and Stipends - Staff Travel	\$	1,426.00
	TASK 2 Total Direct Costs	\$	28,541.00
	Direct Costs Excluded from IDC Calculation (Exclusions)	\$	-
	Modified Total Direct Costs (MTDC) = DC - Exclusions	\$	28,541.00
	Indirect Costs (IDC) = MTDC x IDC Rate 5.115%	\$	1,459.00
	TASK 2 TOTAL	\$	30,000.00
	TOTAL BUDGET AMOUNT	\$	22,938.00

Section II
NCLB Title I Part C – Migrant
Appendix One
Description of Services

I. Background and Purpose:

The purpose of the ESEA Title I, Part C, Migrant Education Program is to provide migratory children with the opportunity to meet the same challenging state content and performance standards that the state has established for all children. Federal law authorizes the State under Section 1308(d) of Public Law 107-110, Elementary and Secondary Education Act of 1965, as amended by the No Child Left Behind Act of 2001, Title I, Part C Education of Migratory Children to implement a consortium or to carry out any other activities authorized under the Migrant Education Program (MEP) for the following:

- a) Support high-quality and comprehensive educational programs for migratory children to help reduce the educational disruptions and other problems that result from repeated moves
- b) Ensure that migratory children who move among the States are not penalized in any manner by disparities among the States in curriculum, graduation requirements, and State academic content and student academic achievement standards
- c) Ensure that migratory children are provided with appropriate educational services (including supportive services) that address their special needs in a coordinated and efficient manner
- d) Ensure that migratory children receive full and appropriate opportunities to meet the same challenging State academic content and student academic achievement standards that all children are expected to meet
- e) Design programs to help migratory children overcome educational disruption, cultural and language barriers, social isolation, various health-related problems, and other factors that inhibit the ability of such children to do well in school, and to prepare such children to make a successful transition to postsecondary education or employment
- f) Ensure that migratory children benefit from State and local systemic reforms. The consortium is designed to improve interstate and/or intrastate coordination of migrant education programs and, through such coordination, improve the delivery of services to migratory children.

The Texas Education Agency will contract with each of the twenty (20) regional education service centers to address the program goals by doing the following:

- a) Providing staff development and technical assistance to ESEA Title I, Part C MEP-funded projects at local educational agencies (LEAs)
- b) Collaborating to foster instruction continuity and facilitate the attainment of the objectives of the Texas MEP as specified in the NCLB Act of 2001 (P.L. 107-110)

The ESC may use contract funds only for allowable activities such as, but not limited to, professional development, technical assistance, identification and recruitment, records collection and transfer, local needs assessment, delivery of services, and direct services to migrant students identified in non-project districts (i.e., LEAs not receiving Title I, Part C, funds).

The ESC may use contract funds to provide direct instructional and/or support services to migrant students identified in **non-project** districts, the ESC must first (1) meet and document all other ESC program activities outlined in the contract and (2) document all efforts made to obtain the service for the student from other resources first. The ESC will do this by collaborating with the district of enrollment/residence to determine if the district or other entities can provide the service(s) needed for the student. **Direct instructional services** would include activities such as tutoring in core content areas, tutorials to support success on state assessments, reading instruction by a teacher, math instruction by a teacher, Project SMART, A Bright Beginning Early Literacy Migrant Program, etc. **Support services** would include activities such as clothing, school supplies, vision and/or hearing screenings, and student leadership programs approved by the State MEP.

The ESC **may not** use contract funds for activities such as, but not limited to, the purchase of a vehicle, direct services to migrant students in project districts (LEAs and SSAs receiving Title I, Part C, funds), debt service (lease-purchase).

Section II
NCLB Title I Part C – Migrant
Appendix One
Description of Services

II. Objectives and Target Outcomes:

The goals of the Title I, Part C, MEP are to do the following:

- a) Meet the identified needs of migratory children that result from their migratory lifestyle to permit these children to participate effectively in school and meet the state's academic performance standards
- b) Address the unique needs of migratory children that are not addressed by services available from other federal or nonfederal programs
- c) Ensure that meaningful consultation with migrant parents is incorporated in the planning, operation, and evaluation of the local MEP
- d) Conduct appropriate and timely follow-up activities to ensure clear understanding of services as required under Title I, Part C.

The Texas MEP requires that ESCs oversee the quality-control process for migrant student eligibility, identification and recruitment (ID&R), and data collection, as well as provide staff development and technical assistance in these areas throughout the region for the state's migrant funded districts that are independent projects or part of shared service arrangements (SSA). All requirements must be implemented as described in the State MEP plan.

III. Reporting:

The ESC will participate with TEA in extensive review of all documents submitted as evidence to support project implementation and cost reimbursement. The following information shall be included in progress reporting, as applicable to that reporting period and the task/activity plan.

- a) Outline of major activities accomplished during the prior reporting period; inclusive of activity dates, topics delivered, hours of service received, training format (online, face-to-face), target audience, and participation rates of the districts
- b) Outline of major activities planned for the next reporting period
- c) Descriptive data and narratives highlighting the outcomes of major activities
- d) Contact log data; reported by campus, district, and educator role

A final Progress report will be due September 15, 2016. The report should cover the entire Agreement period: September 1, 2015 – August 31, 2016.

IV. Collaboration

The ESC will work collaboratively with the appropriate TEA staff, local education agencies and other TEA service providers related to this project in order to ensure the most current and accurate information and services are delivered. In doing so, the ESC will do the following:

- a) Assign an individual to serve as the Title I, Part C, Migrant Education contact person; an individual who demonstrates in-depth knowledge of the ID&R process to be responsible for Identification and Recruitment (ID&R) in non-project districts; and have an appropriate number of qualified ESC staff to serve as mentors to LEA ID&R recruiters
- b) Relay information from TEA and related providers regarding the implementation of and/or program activities connected to the migrant education program
- c) Work collaboratively with other ESCs and states to identify and recruit migrant children and develop and implement an ID&R network by coordinating with local and regional organizations and agencies that provide services to migrant workers and their families.

The TEA staff will assume the following roles and responsibilities:

- a) Work with the contracted ESC as needed to provide information on changes in legislation, reporting needs, program activities and any other activities that may affect the operation of the MEP
- b) Provide support through TEA/ESC meetings, scheduled TETNs, webinars, and conference calls

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- c) Work with the contracted ESC to address unforeseen developments, identify problems, and propose solutions
- d) Review and approve all program reporting in a timely fashion and conduct reporting period conference calls, as needed
- e) Monitor the ongoing work of the contracted ESC as outlined in the contract to ensure compliance with contract terms
- f) Approve invoices in a timely fashion

V. TEA Staff Contacts:

Title I, Part C, Migrant Education Program 2015-2016 TEA Staff Contacts			
Task	Name	Email	Phone
Basic Services of Title I, Part C, Migrant Education Program	Susie Coultriss	susie.coultriss@tea.texas.gov	512-463-9581
Regional Support for Migrant Out of School Youth (OSY)	Susie Coultriss	susie.coultriss@tea.texas.gov	512-463-9581

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Management Plan**

The staff member(s) listed in the tables below will direct the overall project throughout the duration of the contract, and/or will coordinate major activities during each phase of the project in fulfillment of the contract.

Title I, Part C, Migrant Education Program 2015-2016 PROJECT ADMINISTRATION	
ESC project administrator and primary TEA contact:	Amber Lasseigne, Assistant Director, Special Revenue
Project administrator email address:	amber.lasseigne@region10.org
Project administrator phone number:	972-348-1452

Title I, Part C, Migrant Education Program 2015-2016 MANAGEMENT PLAN			
Name of Staff Member	Title of Staff Member	Responsibility on this project	Estimated % time on project
John David	Director	Program Oversight and Support	10%
Myra Scrabeck	Program Coordinator	Direct Services with LEA's on Task 1	40%
Myrna Castillo	ESC Consultant	Direct Services with LEA's on Task 1	10%
Enrique Jolay	ESC Consultant	Direct Services with LEA's on Task 1	10%
Feyi Obamehinti	ESC Consultant	Direct Services with LEA's on Task 1	10%
Lee Ann Valerio	ESC Consultant	Direct Services with LEA's on Task 1	10%
Carlene Thomas	ESC Consultant	Direct Services with LEA's on Task 1	15%
Diana Sanchez	ESC Consultant	Direct Services with LEA's on Task 1 and Task 2	Task 1-30% and Task 2-25%
Esther Carrillo	NGS Specialist	Direct Services with LEA's on Task 1	50%
Margarita Corpus	Admin Assistant	Direct Services to LEA's	20%
Analy Guerra	Migrant OSY Recruiter	Direct Services with LEA's on Task 2	80%

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Appendix Two
Management Plan**

Jacqueline Sapp	Admin Assistant	Direct Services to LEA's	25%
Domitila Smith	NGS Recruiter	Direct Services with LEA's on Task 1	50%

**Section II
NCLB Title I Part C – Migrant
Appendix Three
Task and Activity Plan**

Title I, Part C, Migrant Education Program 2015-2016 TASKS		
#	Task	Funds Allocation
1	Basic Services of Title I, Part C, Migrant Education Program	\$280,847
2	Regional Support for Migrant Out of School Youth (OSY)	\$75,000

Funds must be used only for activities associated with that task. The activities listed below specify to the degree possible the major project activities. Activities named are sufficiently designed to meet the project objectives and target outcomes and include: purpose of the activity; target audience; format of delivery (e.g. site visit, conference, webinar, conference call); and frequency of activity if designed to be ongoing (e.g. weekly, monthly).

Title I, Part C, Migrant Education Program 2015-2016 ACTIVITY PLAN				
Task	Activity #	Activity	Begin date	End date
1	1	Attend two onsite TEA/ESC-coordinated NCLB meetings per year in Austin in the fall and spring (including travel costs) and attend any other meetings or trainings required by the State MEP.	9/01/15	08/31/16
1	2	Participate in a minimum of three programmatic webinars or Texas Education Telecommunications Network (TETNs) as scheduled by TEA and any other TETNs required by the State MEP.	9/01/15	08/31/16
1	3	Ensure that at least one ESC MEP staff person attends the State Migrant Education Conference and, if approved by the ESC executive director, at least one ESC MEP staff person will attend the National Migrant Education Conference.	9/01/15	08/31/16
1	4	Ensure that all ID&R and New Generation System (NGS) regional trainers receive the annual ID&R and NGS Training of Trainers (TOT) required by the State MEP in the format specified by TEA and that any new ESC staff members serving as a regional ID&R and/or NGS trainer complete the current ID&R and/or NGS online course and are trained by the State MEP staff or state designee within the first three months of employment.	9/01/15	08/31/16
1	5	Provide to LEAs a minimum of one-half day training and provide appropriate high-quality, frequent, technical assistance on each of the following: • an annual local needs assessment, • the Priority for Service Action Plan, • the MEP portions of the NCLB Consolidated Application for Federal Funding, and • the local migrant PAC.	9/01/15	08/31/16
1	6	Provide to LEAs a minimum of one full-day training on the Statewide Service Delivery Plan for the Texas Migrant Education Program and provide appropriate high-quality, frequent, technical assistance for the delivery of MEP services to meet identified, migrant-specific needs related to the Seven Areas of Concern and the statewide Comprehensive Needs Assessment (CNA).	9/01/15	08/31/16
1	7	Complete all the ID&R activities as outlined by the State MEP and contained in the <i>Texas Manual for the Identification and Recruitment of Migrant Children</i> , including Certificate of Eligibility (COE) and Supplemental Documentation Form (SDF) eligibility review training as specified in the manual. Maintain written documentation of technical assistance provided to LEAs in order to correct and improve local ID&R practices and provide to TEA upon request.	9/01/15	08/31/16
1	8	Ensure participants of the annual ID&R and NGS training receive certificates of completion and provide to TEA upon request a list of all district and ESC staff trained in ID&R and NGS.	9/01/15	08/31/16

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NCLB Title I Part C – Migrant
Appendix Three
Task and Activity Plan**

Title I, Part C, Migrant Education Program 2015-2016 ACTIVITY PLAN				
Task	Activity #	Activity	Begin date	End date
1	9	Conduct ongoing COE and COE Supplemental Documentation Form (SDF) review as outlined in the <i>Texas Manual for the Identification and Recruitment of Migrant Children</i> .	9/01/15	08/31/16
1	10	Annually assist the State MEP in the development of a map of agricultural and fishing work, migrant work, and migrant housing by providing updated regional information as requested by TEA.	9/01/15	08/31/16

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Task	Activity #	Activity	Begin date	End date
1	11	Complete the required annual training, prior to the new school year if possible, on the <i>Texas Manual for New Generation System (NGS) Data Management Requirements</i> and ensure that all LEA NGS data specialists, eligibility reviewers, and appropriate MEP personnel complete the annual training in the format specified by TEA.	9/01/15	08/31/16
1	12	Ensure the effective operation and implementation of NGS activities by each LEA as specified in the <i>Texas Manual for New Generation System (NGS) Data Management Requirements</i> document. Additionally, the ESC must complete the NGS Quality Control Checklist and provide ongoing, NGS hand-on data entry training as needed or upon request by LEA personnel. Oversee the ID&R and NGS data collection processes within the region to ensure proper quality control.	9/01/15	08/31/16
1	13	Deliver timely training and updates as designated by TEA to LEAs on Migrant Education Program requirements and strategies including but not limited to ID&R, NGS, compliance, allowable uses of funds, services to out-of-school youth, and services to early childhood. Disseminate information to LEAs in a timely manner upon the request of TEA.	9/01/15	08/31/16
1	14	Maintain documentation of all MEP-funded activities for auditing and monitoring purposes as well as for the TEA validation process.	9/01/15	08/31/16
1	15	Work collaboratively with all non-project districts in the region as described in the ID&R manual and accomplish the following for each non-project district: (1) identify and recruit all migrant children, conduct eligibility review for all COEs, and collect and encode NGS data as outlined in the NGS manual. Conduct appropriate and timely follow-up activities to ensure clear understanding.	9/01/15	08/31/16
1	16	Assist TEA in the validation and consolidation of Migrant Student Records Exchange (MSIX) records as necessary and work with the staff of the NGS Help Desk to resolve any NGS or MSIX concerns or issues.	9/01/15	08/31/16
1	17	Assist TEA in activities related to MSIX as necessary and provide the following training: <ul style="list-style-type: none"> • MSIX Implementation Training to new personnel in project districts • MSIX Awareness Training to new personnel in SSA member districts and non-projects • MSIX updates/trainings to all project districts as specified by TEA 	9/01/15	08/31/16
1	18	Disseminate high-quality information and provide appropriate high-quality training and technical assistance through means such as face-to-face meetings, phone calls, guidance documents, site visits, and webinars regarding timely and meaningful consultation with private nonprofit (PNP) schools and Title I, Part C Migrant services to PNP schools.	9/01/15	08/31/16
2	1	Carry out the following responsibilities related to region-wide OSY recruitment and support, including non-projects: (1) identify and recruit all OSY region-wide who have not been recruited by an LEA (2) meet with every identified OSY (including those recruited by an LEA) and determine individual needs for instructional and support services (3) identify available resources and make referrals to address identified needs (e.g., tutoring, high school equivalency exam, etc.) of each OSY while ensuring other possible resources have been exhausted prior to using Title I, Part C Migrant funding to address needs. (4) coordinate with local Workforce Solutions and other entities region-wide to ensure that OSY has access to appropriate services (5) follow up, monitor, and document the progress of each identified OSY in a timely manner (6) submit a final Regional OSY Evaluation Report to TEA at the end of the 2015-2016 reporting period as specified by TEA	9/01/15	08/31/16
2	2	Employ a full-time recruiter dedicated solely to region-wide recruitment of out of school youth.		

**Section II
NCLB Title I Part C – Migrant
Appendix Four
Budget**

Cost Category	Description	Proposed Budget
TASK 1 – Basic Services, Migrant Education Program (TEA Project #61501631), CFDA 84.011		
6100	Payroll	\$ 214,065.00
6119	Teachers and Other Professional Personnel - Salaries	\$ 115,190.00
6118	Teachers & Other Professional Personnel - PT Salaries	\$ 20,000.00
6129	Support Personnel - Support Staff Salaries	\$ 41,934.00
641x	Payroll Costs - Fringe Benefits	\$ 36,941.00
6200	Professional and Contracted Services	\$ 37,386.00
6299	Miscellaneous Contracted Services - Contractors	\$ 15,942.00
6298	Miscellaneous Contracted Services - Facility Use Fee	\$ 15,330.00
6294	Miscellaneous Contracted Services - Infrastructure Support	\$ 6,114.00
6300	Supplies and Materials	\$ 3,000.00
6397	Supplies and Materials - General - Print Materials	\$ 1,000.00
6398	Supplies and Materials - Program Materials and Supplies	\$ 2,000.00
6400	Other Operating Expenses	\$ 12,730.00
6429	Insurance and Bonding Costs - General Liability Insurance	\$ 730.00
6411	Travel, Subsistence and Stipends - Staff Travel	\$ 12,000.00
TASK 1 Total Direct Costs		\$ 267,181.00
Direct Costs Excluded from IDC Calculation (Exclusions)		\$ -
Modified Total Direct Costs (MTDC) = DC - Exclusions		\$ 267,181.00
Indirect Costs (IDC) = MTDC x IDC Rate 5.115%		\$ 13,666.00
TASK 1 TOTAL		\$ 280,847.00
TASK 2 – Regional Support for Migrant Out of School Youth (OSY) (TEA Project #61501631), CFDA 84.011		
6100	Payroll	\$ 58,306.00
6119	Teachers and Other Professional Personnel - Payroll	\$ 18,750.00
6129	Support Personnel - Support Staff Salaries	\$ 28,576.00
641x	Payroll Costs - Fringe Benefits	\$ 10,980.00
6200	Professional and Contracted Services	\$ 6,169.00
6298	Miscellaneous Contracted Services - Facility Use Fee	\$ 4,410.00
6294	Miscellaneous Contracted Services - Infrastructure Support	\$ 1,759.00

**Section II
NCLB Title I Part C – Migrant
Appendix Four
Budget**

6300	Supplies and Materials	\$ 3,000.00
6397	Supplies and Materials - General - Print Materials	\$ 1,000.00
6398	Supplies and Materials - Program Materials and Supplies	\$ 2,000.00
6400	Other Operating Expenses	\$ 3,876.00
6429	Insurance and Bonding Costs - General Liability Insurance	\$ 210.00
6411	Travel, Subsistence and Stipends - Staff Travel	\$ 3,666.00
	TASK 2 Total Direct Costs	\$ 71,351.00
	Direct Costs Excluded from IDC Calculation (Exclusions)	\$ -
	Modified Total Direct Costs (MTDC) = DC - Exclusions	\$ 71,351.00
	Indirect Costs (IDC) = MTDC x IDC Rate 5.115%	\$ 3,649.00
	TASK 2 TOTAL	\$ 75,000.00
TOTAL BUDGET AMOUNT		\$ 55,875.00

Section III
NCLB Title III Part A – English Language Acquisition
Appendix One
Description of Services

I. Background and Purpose:

Federal law authorizes the State under section 1111 (b)(1) of the Elementary and Secondary Education Act (ESEA) of 1965, as amended by the No Child Left Behind Act of 2001, Title III, Part A—English Language Acquisition, Language Enhancement, and Academic Achievement Act to ensure that English language learners (ELLs) and immigrant students attain English language proficiency and meet the same challenging state academic content and student academic achievement standards as all children are expected to meet.

Under Title III, Section 3111 (b)(2), the state is authorized use Title III administrative funds to provide professional development and technical assistance as stated in the Texas Consolidated State Application. The 20 regional education service centers (ESCs) are the eligible applicants for the 2015-2016 ESC - Consolidated Federal Technical Assistance and Program Support contract and are to provide professional development and technical assistance to Title III-funded local educational agencies (LEAs) in their region.

II. Objectives and Target Outcomes

The purpose of the ESC - Title III, Part A, English Language Acquisition (ELA) portion of the Consolidated Federal Technical Assistance and Program Support contract is to provide technical assistance and professional development to school districts within the region that receive Title III grants in order to support activities for implementation of ELA programs.

The target outcomes of the ESC - Title III, Part A, ELA program are to:

- a) Increase the number of personnel who meet state and local certification and licensing requirements for teaching ELL children
- b) Ensure that school districts in the region that receive Title III subgrants receive the technical assistance necessary to identify and implement ELA programs, as required under Title III
- c) Conduct appropriate and timely follow-up activities to ensure clear understanding of services, as required under Title III.

III. Reporting

The ESC will participate with TEA in an extensive review of all documents submitted as evidence to support project implementation and cost reimbursement. The following information shall be included in progress reporting, as applicable to that reporting period and the task/activity plan.

- a) Outline of major activities accomplished during the prior reporting period; inclusive of activity dates, topics of training delivered, hours of service provided, training format (online, face-to-face), target audience, and participation rates of the LEAs
- b) Outline of major activities planned for the next reporting period
- c) Descriptive data and narratives highlighting the outcomes of major activities
- d) Contact log data; reported by campus, district, and educator role.

A final Progress report will be due September 15, 2016. The report should cover the entire Agreement period: September 1, 2015 – August 31, 2016.

IV. Collaboration

The ESC will work collaboratively with the appropriate TEA staff and LEAs related to this project in order ensure the most current and accurate information and services are delivered. In doing so, the ESC will do the following:

- a) Provide professional development and technical assistance and relay any pertinent information from TEA to Title III-funded LEAs
- b) Maintain participation and collaboration in TEA – ESC required trainings and meetings in order to provide the professional development, technical assistance, and information dissemination to LEAs, as required under the Title III statute

**Section III
NCLB Title III Part A – English Language Acquisition
Appendix One
Description of Services**

The TEA staff will assume the following roles and responsibilities:

- a) Work with the contracted ESC as needed to provide information on legislation, reporting needs, program activities, and any other activities that may affect the Title III program
- b) Provide support through TEA/ESC meetings, scheduled TETNs, webinars, and conference calls
- c) Work with the contracted ESC to address unforeseen developments, identify problems, and propose solutions
- d) Review and approve all program reporting in a timely fashion and conduct reporting period conference calls, as needed
- e) Monitor the ongoing work of the contracted ESC as outlined in the contract to ensure compliance with contract terms
- f) Approve invoices in a timely fashion

V. TEA Staff Contacts:

ESC - TITLE III, PART A, ELA PROGRAM 2015-2016 TEA Staff Contacts			
Task	Name	Email	Phone
Title III, Part A, Basic Services	Susie Coultress	susie.coultress@tea.texas.gov	(512) 463-9581
Title III, Part A, Supplemental Annual Measurable Achievement Objectives Program	Susie Coultress	susie.coultress@tea.texas.gov	(512) 463-9581

**Section III
NCLB Title III Part A – English Language Acquisition
Appendix Two
Management Plan**

The staff member(s) listed in the tables below will direct the overall project throughout the duration of the contract, and/or will coordinate major activities during each phase of the project in fulfillment of the contract.

ESC - TITLE III, PART A, ELA PROGRAM 2015-2016 PROJECT ADMINISTRATION	
ESC project administrator and primary TEA contact:	Amber Lasseigne, Assistant Director, Special Revenue
Project administrator email address:	amber.lasseigne@region10.org
Project administrator phone number:	972-348-1452

ESC - TITLE III, PART A, ELA PROGRAM 2015-2016 MANAGEMENT PLAN			
Name of Staff Member	Title of Staff Member	Responsibility on this project	Estimated % time on project
Myra Scrabeck	Program Coordinator	Direct Services to LEA's	20%
Myrna Castillo	ESC Consultant	Direct Services to LEA's	20%
Enrique Jolay	ESC Consultant	Direct Services to LEA's	20%
Feyi Obamehinti	ESC Consultant	Direct Services to LEA's	20%
Lee Ann Valerio	ESC Consultant	Direct Services to LEA's	20%
Carlene Thomas	ESC Consultant	Direct Services to LEA's	20%
Margarita Corpus	Admin Assistant	Direct Services to LEA's	15%
Jacqueline Sapp	Admin Assistant	Direct Services to LEA's	15%

**Section III
NCLB Title III Part A – English Language Acquisition
Appendix Three
Task and Activity Plan**

ESC - TITLE III, PART A, ELA PROGRAM 2015-2016 TASKS		
#	Task	Funds Allocation
1	ESC Title III, Part A English Language Acquisition Basic Services	\$145,415
2	Technical Support for LEAs that did not meet AMAO accountability requirements <small>*NOTE: Funding and activities related to Task 2 will be amended to the Contract once LEA needs are determined.</small>	TBD

Funds must be used only for activities associated with that task. The activities in the table below specify to the degree possible the major project activities to be undertaken. Activities named are sufficiently designed to meet the project objectives and target outcomes and include: purpose of the activity; target audience; format of delivery (e.g. site visit, conference, webinar, conference call); and frequency of activity if designed to be ongoing (e.g. weekly, monthly).

ESC - TITLE III, PART A, ELA PROGRAM 2015-2016 ACTIVITY PLAN				
Task	Activity #	Activity	Begin Date	End Date
1	1	Provide professional development (PD) and appropriate support activities for teachers who are not required by the state to be ESL certified, but whose students would benefit from teachers obtaining this certification. At least two cohorts of teachers should be served during the contract year and face-to-face or online training must cover all domains of the certification assessment.	9/1/2015	8/31/2016
1	2	Disseminate high-quality information and provide appropriate high-quality training and technical assistance through means such as face-to-face meetings, phone calls, guidance documents, site visits, and webinars to all Title III-funded LEAs regarding timely and meaningful consultation with private nonprofit (PNP) schools and Title III services to PNP schools.	9/1/2015	8/31/2016
1	3	Disseminate high-quality information and provide appropriate high-quality training and technical assistance through means such as face-to-face meetings, phone calls, guidance documents, site visits, and webinars to all Title III-funded LEAs regarding annual measurable achievement objectives (AMAOs).	9/1/2015	8/31/2016
1	4	Disseminate high-quality information and provide appropriate high-quality training and technical assistance through means such as face-to-face meetings, phone calls, guidance documents, site visits, and webinars to all Title III-funded LEAs regarding allowable use of Title III funds.	9/1/2015	8/31/2016
1	5	Provide high-quality, frequent technical assistance to LEAs in completing the annual Consolidated application for federal funding and Consolidated Compliance Report, through means such as phone calls, guidance documents, site visits, and webinars.	9/1/2015	8/31/2016
1	6	Disseminate high-quality information and provide appropriate high-quality training and technical assistance through means such as face-to-face meetings, phone calls, guidance documents, site visits, and webinars to assist all Title III-funded LEAs that will promote parental and community participation (supplemental to Title I requirements) in Title III programs.	9/1/2015	8/31/2016
1	7	Provide PD and/or high-quality, appropriate technical assistance through means such as small group face-to-face meetings or live webinars with individual campus staff for Title III-funded LEAs in conducting data analysis to support student performance related to AMAOs. Data to be analyzed may include the LEA's results on Texas English Language Proficiency Assessment System (TELPAS) and State of Texas Assessments of Academic Readiness (STAAR) or any other data applicable to the Title III program.	9/1/2015	8/31/2016
1	8	Attend and participate in two onsite ESEA TEA-ESC Coordinated Meetings per year in Austin in the fall and spring pertinent to the Title III program.	9/1/2015	8/31/2016
1	9	Attend and participate in all monthly scheduled Texas Education Telecommunications Network (TETN) broadcasts and any other scheduled webinars or TETN as determined by TEA.	9/1/2015	8/31/2016

**Section III
NCLB Title III Part A – English Language Acquisition
Appendix Four
Budget**

Cost Category	Description	Proposed Budget
TASK 1 – Basic Services (TEA P/G #67101606), CFDA 84.365		
6100	Payroll Costs	\$ 108,800.00
6119	Teachers and Other Professional Personnel - Payroll Costs	\$ 79,467.00
6129	Support Personnel - Support Staff	\$ 9,982.00
614x	Payroll Costs - Fringe Benefits	\$ 19,351.00
6200	Professional and Contracted Services	\$ 28,313.00
6298	Miscellaneous Contracted Services - Facility Use Fee	\$ 6,300.00
6294	Miscellaneous Contracted Services - Infrastructure Support	\$ 2,513.00
6299	Miscellaneous Contracted Services - Contractors	\$ 19,500.00
6300	Supplies and Materials	\$ 2,032.00
6397	Supplies and Materials - General - Print Shop	\$ 1,000.00
6398	Supplies and Materials - General - Program Materials and Supplies	\$ 1,032.00
6400	Other Operating Expenses	\$ 6,270.00
6429	Insurance and Bonding Costs - General Liability Insurance	\$ 1,170.00
6495	Miscellaneous Operating Costs - Membership Dues	\$ 100.00
6411	Travel, Subsistence and Stipends - Staff Travel	\$ 5,000.00
TASK 1 Total Direct Costs		\$ 145,415.00
Direct Costs Excluded from IDC Calculation (Exclusions) (P/G #67101606)		\$ -
Modified Total Direct Costs (MTDC) = DC - Exclusions (P/G #67101606)		\$ 145,415.00
Indirect Costs (IDC) = MTDC x IDC Rate XX% (P/G #60001616)		
TASK 1 TOTAL		\$ 145,415.00
TOTAL BUDGET REQUEST		\$ 145,415.00

Cooperative Agreement Terms and Conditions

- A. Definitions as used in these Cooperative Agreement Terms and Conditions:**
- 1) *Cooperative Agreement, CA, Agreement or Contract* means the entire document, and all of TEA's attachments, appendices, schedules, exhibits (including but not limited to the Terms and Conditions and Attachments), amendments and extensions of or to the Cooperative Agreement
 - 2) *Receiving Agency* means the Texas Education Agency, TEA or Party other than Performing Agency
 - 3) *Performing Agency* means the Party to this Contract or Performing Party other than TEA
 - 4) *Project Manager/Administrator* means the respective person(s) representing TEA or Performing Agency, as indicated by the CA, for the purposes of administering the Contract Project
 - 5) *Contract Project* means the purpose intended to be achieved through the CA.
 - 6) *Amendment* means a contract document used to formalize revisions to the CA mutually agreed to by both Parties
- B. Contingency:** The Cooperative Agreement, including any amendments, extensions or subsequent contracts are executed by TEA contingent upon the availability of appropriated funds by legislative act. Notwithstanding any other provision in this Contract or any other document, this Contract is void upon the insufficiency (in TEA's discretion) or unavailability of appropriated funds. In addition, this Contract may be terminated by TEA at any time for any reason upon notice to Performing Party. Expenditures and/or activities for which Performing Party may claim reimbursement shall not be accrued or claimed subsequent to receipt of such notice from TEA.
- C. Indemnification:** For local educational agencies (LEAs), regional education service centers (ESCs), institutions of higher education (IHEs), and state agencies: Performing Party, to the extent permitted by law, shall hold TEA harmless from and shall indemnify TEA 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 Performing Party in performance of the Project.
- D. Subcontracting and Substitutions:** Performing Party shall not assign, transfer or subcontract any of its rights or responsibilities under this Agreement without prior formal written amendment to this Agreement properly executed by both TEA and Performing Party. Substitutions are not permitted without written approval of the TEA Project Manager.
- E. Encumbrances/Obligations:** All encumbrances, accounts payable, and expenditures shall occur on or between the beginning and ending dates of this Contract. All goods must have been received and all services rendered during the Contract period in order for Performing Party to recover funds due. In no manner shall encumbrances be considered or reflected as accounts payable or as expenditures.
- F. Records Retention and the Right to Audit:** Performing Party shall maintain its records and accounts in a manner which shall assure a full accounting for all funds received and expended by Performing Party in connection with the Contract Project. These records and accounts shall be retained by Performing Party and made available for programmatic or financial audit by TEA and by others authorized by law or regulation to make such an audit for a period of not less than seven (7) years from the date of completion of the Contract Project or the date of the receipt by TEA of Performing Party'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 Parties acknowledge the state Auditor's authority to conduct audits of state agencies under Chapter 321, Texas Government Code. TEA reserves the right to monitor and audit the Performing Party's compliance with the requirements of this Contract.
- G. Information Security Requirements: FERPA, Access to Confidential TEA Information.** Performing Party represents and warrants that it will take all necessary and appropriate action within its abilities to safeguard Confidential Information and to protect it from unauthorized disclosure. Whenever communications with Performing Party necessitate the release of Confidential TEA Information, additional TEA Confidential forms will need to be signed by each individual who will require access to or may be exposed to that information. If Performing Party discloses any TEA confidential information to a subcontractor or agent, Performing Party will require the subcontractor or agent to comply with the same restrictions and obligations as are imposed on Performing Party. Whenever communications with Performing Party necessitate the release of Confidential TEA Information, additional TEA Confidential forms will need to be signed by each individual who will require access to or may be exposed to that information. Performing Party shall access TEA's systems or Confidential TEA Information only for the purposes for which it is authorized. TEA reserves the right to review the Performing Party's security policy to ensure that any data that is on the Performing Party's servers is secure. Performing Party shall cooperate fully by making resources, personnel, and systems access available to TEA and TEA's authorized representative(s).
- Performing Party shall ensure that any TEA Confidential Information in the custody of Performing Party is properly sanitized or destroyed when the information is no longer required to be retained by TEA or Performing Party in

accordance with this Agreement. Electronic media used for storing any Confidential TEA Information must be sanitized by clearing, purging or destroying in accordance with such standards established by the National Institute of Standards and Technology and the Center for Internet Security. These standards are also required if the Performing Party is collecting, maintaining, or analyzing data gathered, collected, or provided under this Contract. Performing Party must maintain a record documenting the removal and completion of all sanitization procedures with the following information:

- a. Date and time of sanitization/destruction
- b. Description of the item(s) and serial number(s) if applicable
- c. Inventory number(s)
- d. Procedures and tools used for sanitization/destruction

No later than sixty (60) days from contract expiration or termination or as otherwise specified in this Contract, Performing Party must complete the sanitization and destruction of the data and provide to TEA all sanitization documentation.

FERPA

All information gathered, produced, derived, obtained, analyzed, controlled or Accessed by Performing Party in connection with this Contract ("Confidential Information") shall be and remain Confidential Information and shall not be released or disclosed by Performing Party without the prior written consent of the TEA, which consent must specifically identify the Confidential Information to be disclosed by Performing Party and the nature of the disclosure for which consent is sought.

Performing Party, its employees and subcontractor's agree that in executing tasks on behalf of the TEA, they 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 within sixty (60) days of project completion. Performing Party also agrees not to disclose any information to which it is privy under this Contract without the prior consent of the agency.

Access to Internal TEA Network and Systems

As a condition of gaining remote access to any internal TEA network and systems, Performing Party must comply with TEA's policies and procedures. TEA's remote access request procedures will require Performing Party to submit TEA Applicable Access Request forms for TEA's review and approval. Remote access technologies provided by Performing Party must be approved by TEA's Information Security Officer. TEA, in its sole discretion, may deny network or system access to any individual that does not complete the required forms. Performing Party must secure its own connected systems in a manner consistent with TEA's requirements. TEA reserves the right to audit the security measures in effect on Performing Party's connected systems without prior warning. TEA also reserves the right to immediately terminate network and system connections not meeting such requirements.

Disclosure of Security Breach

Performing Party shall provide notice to TEA's Project Manager and TEA's Information Security Officer as soon as possible following Performing Party's discovery or reasonable belief that there has been unauthorized use, exposure, access, disclosure, compromise, modifications, or loss of sensitive or confidential Comptroller information ("Security Incident"). Within twenty-four (24) hours of the discovery or reasonable belief of a Security Incident, Performing Party shall provide a written report to TEA's Information Security Officer detailing the circumstances of the incident which includes at a minimum:

- 1) Description of the nature of the Security Incident
- 2) The type of TEA information involved
- 3) Who may have obtained the information
- 4) What steps Performing Party has taken or will take to investigate the Security Incident
- 5) What steps Performing Party has taken or will take to mitigate any negative effect of the Security Incident
- 6) A point of contact for additional information

Each day thereafter until the investigation is complete, Performing Party shall provide TEA's Information Security Officer with a written report regarding the status of the investigation and the following additional information as it becomes available:

- 1) Who is known or suspected to have gained unauthorized access to TEA information
- 2) Whether there is any knowledge if TEA information has been abused or compromised
- 3) What additional steps Performing Party has taken or will take to investigate the Security Incident
- 4) What steps Performing Party has taken or will take to mitigate any negative effect of the Security Incident
- 5) What corrective action Performing Party has taken or will take to prevent future similar unauthorized use or disclosure

Performing Party shall confer with TEA's Chief Information Security Officer regarding the proper course of the investigation and risk mitigation. TEA reserves the right to conduct an independent investigation of any Security Incident, and should TEA choose to do so, Performing Party shall cooperate fully by making resources, personnel, and systems access available to TEA and TEA's authorized representative(s). Subject to review and approval of TEA's Information Security Officer, Performing Party, at its own cost, shall provide notice that satisfies the requirements of applicable law to individuals whose personal, confidential, or privileged data were compromised or likely compromised as a result of the Security Incident. If TEA, in its sole discretion, elects to send its own separate notice, then all costs associated with preparing and providing notice shall be reimbursed to TEA by Performing Party. If Performing Party does not reimburse such costs within thirty (30) days of TEA's written request, then TEA shall have the right to collect such costs.

- H. **Point of Contact and Escalation:** All notices, reports and correspondence required by this Contract shall be in writing and delivered to the TEA Project Manager listed in 6.2 of this ICC. Within thirty (30) days of execution of a contract, the respective Parties will designate the next level of personnel within each organization to address conflicts or ambiguity that cannot be resolved at the Project Manager level.
- I. **Dispute Resolution:** The parties agree to use good-faith efforts to resolve questions, issues, or disputes of any nature that may arise under or by this Contract; provided, however nothing in this paragraph shall preclude either party from pursuing any remedies as may be available under Texas law.
- J. **Compliance with Laws:** Performing Party shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting Performing Party's performance, including if applicable, prompt payment and licensing laws and regulations. For the entire duration of the Contract, Performing Party shall maintain all required licenses, certifications, and any other documentation necessary to perform this Contract. When required or requested by the Agency, Performing Party shall furnish TEA with satisfactory proof of its compliance with this provision.
- K. **Governing Law:** This Contract is governed by and construed under and in accordance with the laws of the State of Texas. Any and all obligations under this Contract are due in Travis County and venue is proper only in such county.
- L. **Federal Regulations Applicable to All Federally Funded Contracts:** The Code of Federal Regulations (CFR) annual edition is the codification of the general and permanent rules published in the Federal Register by the departments and agencies of the Federal Government produced by the Office of the Federal Register (OFR) and the Government Publishing Office. Website: http://www.ecfr.gov/cgi-bin/text-idx?SID=6214841a79953f26c5c230d72d6b70a1&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl
- M. **Public Information:** Parties acknowledge they are subject to the provisions of the Texas Public Information Act.
- N. **Assignment:** No assignment of this Contract or of any right accruing hereunder shall be made, in whole or part, by Performing Party without prior consent of TEA.
- O. **Excluded Parties List System:** The Texas Education Agency and the Performing Party must adhere to the directions provided in the President's Executive Order (EO) 13224, Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism. That Executive Order prohibits any transaction or dealing by United States persons, including but not limited to the making or receiving of any contribution of funds, goods, or services to or for the benefit of those persons listed in the General Services Administration's Excluded Parties List System (EPLS) which may be viewed on the System for Award Management (SAM) site at <http://www.sam.gov>.
- P. **Press Releases:** Performing Party will not make any press releases, public statements, or advertisement referring to the Project or the engagement of Performing Party in connection with the Project, or release any information relative to the Project for publication, advertisement or any other purpose without the prior written approval of TEA.
- Q. **Independent Performing Party:** Performing Party shall serve as an independent Performing Party in providing services under this Contract. Performing Party's employees are not and shall not be construed as employees or agents of the Texas Education Agency.
- R. **Termination:** This Contract shall terminate upon full performance of all requirements contained in this Contract, unless otherwise extended or renewed as provided in accordance with the Contract terms and conditions.
 - 1) **Termination for Convenience:** TEA may terminate this Contract at any time, in whole or in part, without penalty, by providing fifteen (15) calendar days advance written notice to the other Party. In the event of such a termination, the Performing Party shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. TEA shall be liable for reimbursing only those expenses incurred by the Performing Party that are permitted, properly performed under this Contract and were incurred prior to the effective termination date.

- 2) **Termination for Cause/Default:** If the Performing Party fails to provide the goods or services contracted for according to the provisions of the Contract, or fails to comply with any of the terms or conditions of the Contract, TEA may, upon written notice of default to the Performing Party, immediately terminate all or any part of the Contract. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law or under the Contract.

TEA may exercise any other right, remedy or privilege which may be available to it under applicable law of the state and any other applicable law or may proceed by appropriate court action to enforce the provisions of the Contract, or to recover damages for the breach of any agreement being derived from the Contract. The exercise of any of the foregoing remedies will not constitute a termination of the Contract unless TEA notifies the Performing Party in writing prior to the exercise of such remedy.

The Performing Party shall remain liable for all covenants and indemnities under the Contract. The Performing Party shall be liable for all costs and expenses, including court costs, incurred by TEA with respect to the enforcement of any of the remedies listed herein.

- 3) **Termination Due to Changes in Law:** If federal or state laws or regulations or other federal or state requirements are amended or judicially interpreted so that either Party cannot reasonably fulfill this Contract and if the Parties cannot agree to an amendment that would enable substantial continuation of the Contract, the Parties shall be discharged from any further obligations under this Contract.
- 4) **Rights upon Termination or Expiration of Contract:** In the event that the Contract is terminated for any reason, or upon its expiration, TEA shall retain ownership of all associated work products and documentation obtained from the Performing Party under the Contract.
- 5) **Survival of Terms:** Termination of the Contract for any reason shall not release the Performing Party from any liability or obligation set forth in the Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination, including the provisions regarding confidentiality, indemnification, transition, records, audit, property rights, dispute resolution, and invoice and fees verification.

- S. Electronic and Information Resources Accessibility Standards and Reporting:** State agencies shall procure products which comply with the State of Texas Accessibility requirements for Electronic Information Resources specified in 1TAC Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

Section 508 of the US Rehabilitation Act of 1973 has been revised and adopted. Therefore, all current and potential Performing Party s are hereby notified of the requirement. The current technical requirements for accessibility contained within this regulation form the basis for our Texas TAC rules on EIR Accessibility.

This refresh of 508 uses the WCAG 2.0 AA Accessibility Guidelines (also ISO/IEC standard 40500) as the new technical standard that Federal agencies are now required to meet when procuring products and services. With the adoption of 508 requirements being adopted, DIR will be modifying the TAC rules to synchronize with it.

Given this coming change, all Texas agencies and institutions of higher education have begun using or specifying WCAG 2.0 AA guidelines for the design of new websites or web applications. The rationale is twofold:

1. It could be technically difficult and expensive to bring these websites/applications to WCAG 2.0 AA later.
2. WG 2.0 AA is a superior, more flexible standard and is in use all over the world. If a website is compliant with WCAG 2.0 AA, it will, by default comply with our current TAC rules on EIR Accessibility.

Web development Performing Party s should already be familiar with designing to this standard, and their ability to meet these standards should be a strong consideration in the selection process. The free online resources listed below are available to assist developers and content producers in transitioning to these guidelines.

All websites must follow Federal 508 accessibility requirements and Web Content Accessibility Guidelines (WCAG) 2.0 AA standards and be tested for accessibility before acceptance by TEA. For sites developed outside of TEA, the Performing Party must contract with a third party with expertise and a proven track record in accessibility testing. The third party must evaluate the site and produce a report that verifies the site is compliant to (WCAG) 2.0 AA.

- T. Intellectual Property Ownership:** Performing Party 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, Performing Party 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. Performing Party agrees to maintain written agreements with all officers, directors, employees, agents, representatives and subcontractor Performing Party's engaged by Performing Party for the Project, granting Performing Party rights sufficient to support the performance and grant of rights to TEA by Performing Party . Copies of such agreements shall be provided to TEA promptly upon request.

Performing Party 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 Performing Party 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, Performing Party grants to TEA the irrevocable, perpetual, non-exclusive, 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. Performing Party agrees to notify TEA on delivery of the Works if they include any such preexisting rights. On request, Performing Party will provide TEA with documentation indicating a third party's written approval for Performing Party to use any preexisting rights that may be embodied or reflected in the Works. Performing Party agrees, at Performing Party's expense, to indemnify, hold harmless and defend TEA and the State from claims involving infringement of third parties' licenses, trademarks, copyrights or patents.

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. Copyright and Use of Course Content, Materials, and Products. All course content, materials and products created by the ESC, its employees, agents, consultants or subcontractors arising out of a contract project as may be specifically described in the cooperative agreement or amendment thereto executed by TEA and the ESC shall be the joint property of the TEA and the ESC, and any use thereof must be licensed as set forth herein. 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 TEA's 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 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. Colleges and universities are prohibited, however, from 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, without the express written permission of TEA Legal Division.

- U. Criminal Background Checks:** If during the term of this Contract, Performing Party and/or Performing Party staff, or subcontracting have access to Texas public school campuses, all Performing Party and/or Performing Party's staff must submit to a national criminal history record information review (includes fingerprinting) and meet all eligibility standards and criteria as set by Agency before serving in assignments on behalf of the Agency. This requirement applies to all individuals who currently serve or will serve in Agency assignments that have the possibility of direct contact with students. Assignments are contingent upon meeting Agency eligibility standards. Performing Party and/or any staff member of Performing Party who may perform services under this contract must complete this criminal history review before the beginning of an assignment. If said individuals have not completed this requirement or the review results in a determination that Performing Party is not eligible for assignment, this Agreement will be terminated effective immediately or the date of notice of non-eligibility, whichever is earliest.
- V. Capital Outlay:** If Contractor purchases capital outlay (furniture and/or equipment) to accomplish the contract Project, title will remain with Contractor for the period of the contract. TEA 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 Contractor's accounting record. This provision is applicable when federal funds are utilized for the contract.
- W. Antitrust:** By signing this contract, Contractor, represents and warrants that neither Contractor nor any firm, corporation, partnership, or institution represented by Contractor, or anyone acting for such firm, corporation or institution has, (1) violated the antitrust laws of the State of Texas under Texas Business and Commerce Code, Chapter 15, or the federal antitrust laws; or (2) communicated directly or indirectly the Proposal to any competitor or any other person engaged in such line of business during the procurement process for this contract.
- X. Education Service Center:** No funds transferred to Regional Education Service Centers or to school districts may be used to hire a registered lobbyist.
- Y. Suspension and Debarment:** Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from participation in this transaction by any federal, state or local government entity and that Contractor is in compliance with the State of Texas statutes and rules relating to procurement. If Contractor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this contract.

Z. Amendments: All amendments to this agreement will be in a manner as prescribed by TEA Contracting Process. All amendments will be initiated by TEA PCAS staff. An Amendment to this agreement will become effective on the date of signature of TEA or the effective date shown on the amendment document whichever is first.

Performing Party is required to report deviations from budget and request prior approvals from the TEA Project Manager. Additionally, a revised budget document must be submitted to TEA Project Manager for approval. Once approved, the documents must be submitted to the Contract staff for incorporation into the contract file. **Failure to submit the budget documents will result in invoices being rejected or payment delayed.**

Written Amendments are required for the following contract changes and must be signed by both parties:

- 1) Increase or decrease to the amount of funds approved for each Project/Grant activity and specified in the Program Budget (an 8-digit number next to the Task: TEA P/G XXXXXXXX);
- 2) Changes more than 25% of each total task budgeted amount will require an amendment and changes less than 25% of each total task budgeted amount will only require a revised budget document;
- 3) Revision which would result in the need for additional funding;
- 4) Any revision to the scope of work, deliverables, or objectives of the contract (regardless of whether there is an associated budget revision requiring prior approval);
- 5) A request to extend the period of the contract;
- 6) Any reduction of funds or reduction in the scope of work; and
- 7) An increase in the quantity of capital outlay item(s) requested.

Special Provisions - B
Debarment and Suspension Certification
(Required for all federally-funded contracts)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, §85.510, Participants' Responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19,160-19,211). Copies of the regulations may be obtained by contacting the Division of Grants Administration of the TEA at (512) 463-9269.

READ INSTRUCTIONS ON NEXT PAGE BEFORE COMPLETING CERTIFICATION

CERTIFYING STATEMENT

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

Region 11 Education Service Center
Organization Name

Gordon D. Taylor Executive Director
Name and Title of Authorized Representative

Gordon D. Taylor 2-2-16
Signature Date

General Instructions for Special Provisions – B Debarment and Suspension Certification

Definitions:

Lower Tier Participant - Any organization or person receiving a grant or contract. This also includes subsequent subgrants and subcontracts.

Lower Tier Transaction - The making of a (1) subgrant to another entity or person or (2) procurement contract by a Lower Tier Participant to some other entity or person for goods or services, regardless of type, expected to equal or exceed a cumulative value of \$25,000.

Principals - An administration head, key project/grant management person, officer, director within the Lower Tier Participant's organization or within a sub organization. .

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this Contract, the prospective lower tier participant is stating that it is neither debarred nor suspended.
2. This certification is a material representation of fact upon which reliance was placed when this certification was signed. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment from federal funds participation.
3. The prospective lower tier participant shall provide immediate written notice to the organization to which this Contract is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "contract," and "voluntarily excluded," as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the organization to which this Contract is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this Contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this Contract that it will include the two-paragraph "CERTIFYING STATEMENT" without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Special Provisions - C
Part A
Lobbying Certification
(Required for all federally-funded contracts greater than \$100,000)

Submission of this certification is required by the U.S. Department of Education pursuant to 31 U.S.C. 1352. It is a prerequisite for making or entering into a contract or subcontract over \$100,000 with any entity. (See next page of this schedule for further instructions.)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, Special Provisions D Part B "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

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

Region 10 Education Service Center
Organization Name

Gordon D. Taylor Executive Director
Name and Title of Authorized Representative

Gordon D. Taylor 2-2-16
Signature Date

OMB 0348-0046

7-97

General Instructions for Special Provisions - C
Part A
Lobbying Certification

This is a Congress of the United States and the U. S. Department of Education requirement. The Performing Party must submit this schedule to TEA for a federal-funded contract(s) with an approved amount in excess of \$100,000. TEA will be unable to pay for any obligations established by the Performing Party unless this schedule is submitted.

In addition, if the Performing Party makes a subgrant or subcontract in excess of \$100,000 to another organization of any type, then the Performing Party shall require this form to be filed with and retained by the Performing Party. According to federal law, failure to obtain the certification subjects the Performing Party to civil penalties.

- (1) This certification states that the Performing Party is prohibited from using federal funds for influencing or attempting to influence any member of Congress or its employees or any federal agency employee concerning the making or awarding of a federal grant.
- (2) This certification states that the Performing Party is prohibited from using federal funds for influencing or attempting to influence any member of Congress or its employees or any federal agency employee concerning the making or awarding of a federal grant.
- (3) This certification also states that if the Performing Party pays or has paid any funds other than federal funds to any one person or organization for influencing or attempting to influence any member of Congress or its employees, or any federal agency employee concerning the making or awarding of a federal grant, that the Performing Party will disclose to whom payments were made, how much money was involved and the type of work involved. The Performing Party s must use Special Provisions D Part B, Disclosure of Lobbying Activities for complying with this disclosure requirement. The Performing Party shall require this form to be filed with the Performing Party on any subgrants or subcontracts it makes in excess of \$100,000 if funds have been spent as stipulated in this paragraph. The Performing Party will then forward a legible copy of Special Provisions D Part B, Disclosure of Lobbying Activities to the Texas Education Agency.

Additionally, this certification requires the Performing Party to incorporate the language of this certification into any award or Contract documents for awarding subgrants or subcontracts that exceed \$100,000 and that subgrantees and subcontractors shall certify and disclose accordingly.

**TEXAS EDUCATION AGENCY
Disclosure of Lobbying Activities**

Complete this form to disclose lobbying activities for lobbying services procured (pursuant to Title 31 U.S.C. §1352). This disclosure form is required for any federal grant/contract received in excess of \$100,000 and on any subgrant/subcontract made by the grantee/Performing Party. (Read the instructions for this schedule for further information.)

Do not complete this disclosure form unless lobbying activities are being disclosed.

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> Contract</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Cooperative Agreement</p>	<p>2. Status of Federal Action</p> <p><input type="checkbox"/> Bid/Offer/Application</p> <p><input type="checkbox"/> Initial Award</p> <p><input type="checkbox"/> Post-award</p>	<p>3. Report Type</p> <p><input type="checkbox"/> Initial Filing</p> <p><input type="checkbox"/> Material Change</p> <p>For Material Change Only: Year _____ Quarter _____ Date of Last Report: _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Subawardee Tier _____, if known:</p> <p>Congressional District, if known: _____.</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p style="text-align: center;">Texas Education Agency 1701 N. Congress Avenue Austin, Texas 78701</p> <p>Congressional District: 10</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$ _____</p>	
<p>10. A) Name and Address of Lobbying Entity <i>(If individual, Last name, First name, MI):</i></p>	<p>B) Individuals Performing Services (include address, if different from 10 A) <i>(Last name, First name, MI):</i></p>	
<p>11. Amount of Payment \$ _____</p> <p>12. Form of Payment _____</p> <p>13. Type of Payment <input type="checkbox"/> retainer <input type="checkbox"/> one-time fee <input type="checkbox"/> commission</p>	<p>14. Brief Description of Services Performed</p>	
<p>15. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to Title 31 U.S.C. §1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		
<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No: _____</p> <p>Date: _____</p>		
<p>Federal Use Only:</p>		
<p>Authorized for Local Reproduction Standard Form—LLL (Rev. 7-97)</p>		

GENERAL INSTRUCTIONS FOR SPECIAL PROVISIONS - C
PART B
DISCLOSURE OF LOBBYING ACTIVITIES

The filing of this form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

Each organization shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such organization. An event that materially affects the accuracy of the information reported includes:

- (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - (b) A change in the organization(s) or individual(s) influencing or attempting to influence a covered Federal action; or
 - (c) A change in the officer(s), employee(s), or Member(s) of Congress contacted to influence or attempt to influence a covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include congressional district, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards, include but are not limited to, subcontracts, subgrants and contract awards under grants.
 5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include congressional district, if known.
 6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
 7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
 8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-701-16-XXX."
 9. For a covered Federal action where there has been an award by the Federal agency, enter the Federal amount of the award for the prime entity identified in item 4 or 5.
 10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

The certifying official shall sign, date the form, print his/her name, title, and telephone number.