

STATE OF TEXAS

§
§
§
§

**INTERLOCAL AGREEMENT
WITH HARLANDALE
INDEPENDENT
SCHOOL DISTRICT**

COUNTY OF BEXAR

THIS INTERLOCAL AGREEMENT (the "Agreement") is made by and between the CITY OF SAN ANTONIO, TEXAS (hereinafter referred to as "CITY"), a Texas Municipal Corporation, acting by and through its City Manager pursuant to Ordinance No. 2020-06-04-0346 passed and approved by the City Council on the 4th day of June, 2020, and the HARLANDALE Independent School District, a political subdivision of the State of Texas (hereafter referred to as "HISD") organized and existing under the laws of the States of Texas, acting by and through its Board of Trustees (hereinafter referred to as "the Board"). Collectively, the CITY, HISD, and the Board may be referred to as the "Parties". This Agreement is made pursuant to Chapter 791, Texas Government Code.

RECITALS

WHEREAS, Chapter 791 of the Texas Government Code (the "Interlocal Cooperation Act") provides that a local government may contract or agree with another local government to perform governmental functions and services in accordance with this chapter; and

WHEREAS, the Act defines local government as a county, municipality, special district, junior college district, or other political subdivision of this state or another state; and

WHEREAS, the City of San Antonio is a municipal corporation and HISD is a political subdivision of the State making each eligible to contract under the Act; and

WHEREAS, the Act allows eligible entities to contract with each other for the performance of governmental functions which include "public health and welfare" and "other governmental functions in which the contracting parties are mutually interested"; and

WHEREAS, on or about August 4, 2020, HISD entered into an Operation Connectivity Interlocal Acquisition Agreement ("Interlocal"), attached and incorporated herewith for all purposes as Exhibit A, with Region 4 Education Service Center, Texas Education Agency ("TEA"), pursuant to Texas Government Code 791 and 2020-2021 Remote Learning Operation Connectivity-CV 19 grant ("Grant") awarded to Region 4 in connection with the TEA bulk order program; and

WHEREAS, the Interlocal supports the purchase of e-Learning devices and home internet solutions to enable remote learning during the COVID-19 pandemic for HISD students that lack connectivity; and

WHEREAS, virtual learning has been utilized in each San Antonio school district to provide parents with an option to have their children learn virtually at home to protect the health and safety of the family; and

WHEREAS, in order to utilize virtual learning, it is imperative that students have the necessary equipment to access the internet and to complete assignments; and

WHEREAS, the governing bodies of the Parties accordingly desire that City reimburse HISD from City's local Coronavirus Relief Fund (hereinafter "CRF"), for HISD's acquisition of aforementioned devices, in an amount of \$60,000.00, thereby covering a portion of HISD's order costs under the Interlocal, as identified therein, subject to the provisions stated herein below; and

WHEREAS, the Parties further desire to memorialize the aforementioned arrangement and make this Agreement pursuant to Chapter 791 of the Texas Government Code (Interlocal Cooperation Act) with respect to governmental functions in which the contracting parties are mutually interested;

NOW, THEREFORE, the Parties, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

TERMS

I. OBLIGATIONS OF THE PARTIES

A. CITY Obligations

Upon mutual execution of this Agreement, and prior to December 30, 2020, City shall reimburse HISD, by way of a lump sum payment of sixty-thousand dollars (\$60,000.00) from City's local CRF, due and payable upon receipt of invoice, for acquisition expenses incurred by HISD through Interlocal, as detailed in the recitals above for the purpose of practicing virtual learning during the pandemic. It is anticipated that providing these resources, in conjunction with those provided by HISD, will assist in reducing the impact and spread of COVID-19 by providing families with the option of virtual learning in times when the student is not able to attend in-person class due to the vulnerability of a family member, when they themselves are feeling ill and may be infected with the coronavirus, or in the event of shutdown of in-school classes.

B. HISD Obligations

- a) HISD shall complete, and comply with, all required documentation, conditions and formalities mandated by the State/TEA pursuant to the Interlocal and Grant, and shall comply with all associated obligations under the CARES Act/CRF, other applicable Federal, State and local laws, as well as this Agreement. HISD is, and remains for the duration of this Agreement, under an affirmative obligation to timely notify City, in writing, if HISD learns of any impediment(s) or change(s) affecting its acquisitions/funding mechanisms under the Interlocal and, correspondingly, this Agreement. Funds provided through City's local CRF must be used to reimburse costs that were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020 and pursuant to CARES Act/CRF guidelines.

- b) HISD acknowledges and agrees that City's reimbursement under this Agreement shall be in accordance with City's customary procedures. While preserving the integrity of the total sum

stated above, City reserves the right to make any necessary adjustments to payment(s) as might be required by the City for any reason, during the course of this Agreement.

- c) HISD acknowledges that the funding source, for any reimbursement payable by City to HISD under this Agreement, is anticipated to be local Coronavirus Relief Funds, received by City pursuant to the CARES Act and, as such, City considers such reimbursement an eligible expenditure under the CARES Act. Notwithstanding the above, in the event of a later finding by an auditing Federal agency that City's reimbursement to HISD, of aforementioned expenses/order costs, does not meet eligibility criteria under the CARES Act (including related Federal memoranda/regulations/rules/laws), whether in whole or in part, HISD shall refund previously received monies to City, to the extent such are found ineligible by the auditing agency. Said refund must be received by City no later than the deadline indicated to HISD by City, following notification from the applicable Federal agency of said finding. HISD shall further maintain, for the minimum period required under applicable laws, all records and other documentation relating to the reimbursement herein, and shall allow City access to, and the right to copy, audit and inspect such records and documentation, as deemed necessary by City, within said minimum period. In the event of an audit by any Federal agency, or indication received thereof, the Parties agree to cooperate with each other generally, and particularly in the sharing/exchange of applicable information and documents, to the extent allowed by law and as required for compliance. The Parties acknowledge and agree that this Article I, Section B, (c) survives termination of the Agreement.
- d) At any time, following City's aforementioned reimbursement, should either Party determine that the amount of the payment, or a portion thereof, is erroneous, for any reason whatsoever, the Parties shall cooperate with each other in rectifying the error.
- e) HISD shall, periodically, inspect devices to ensure no violations of use are occurring and that the devices remain in good working order. HISD is responsible for all maintenance and repair of the devices during the term of this Agreement and City shall not be asked to provide additional funding for said purposes.

II. TERM AND TERMINATION

- A. This Agreement shall become effective on the date of last execution stated herein and, except to the extent of Article I, Section B, (c) above, which survives termination of the Agreement, shall remain effective until December 30, 2020. Following City's payment, the Agreement may be terminated, prior to its natural expiration, for any or no reason, by either Party with thirty (30) days written notice to the other Party and such termination alone shall not be deemed a breach or incur any penalty under this Agreement.

[Remainder of Page Intentionally Left Blank]

III. NOTICE

- A. Any notice required or permitted between the Parties must be in writing, addressed to the attention of the respective designee, and shall be delivered in person, or mailed certified mail, return receipt requested at the following addresses:

If intended for City, to:

City of San Antonio

Office of Innovation

Attn: Brian Dillard, Chief Innovation Officer

If intended for HISD to:

Gerardo Soto

Superintendent of Schools

Harlandale Independent School District

Mailing Address:

Municipal Plaza Bldg. 10th Floor

114 W. Commerce St.

San Antonio, TX 78205

Mailing Address:

102 Genevieve St

San Antonio, Texas 78221

- B. Each Party may designate a different address by giving the other Parties ten (10) days prior notice. All notices required or permitted hereunder shall be in writing and shall be deemed delivered the earlier of (i) when actually received by personal delivery if received during normal business hours; or (ii) on the third day following deposit in a United States Postal Service post office or receptacle with proper postage affixed; or (iii) on the date of receipt if mailed by certified mail, return receipt requested, addressed to the respective other Party at the address as the receiving Party may have theretofore prescribed by written notice to the sending Party.

IV. MISCELLANEOUS

A. **Severability**

If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, State or local laws, including but not limited to the City Charter, City Codes, or ordinances of the City, then and in that event it is the intention of the Parties that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the Parties that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

B. **Entire Agreement**

This Agreement merges the prior negotiations and understandings of the Parties hereto and embodies the entire agreement of the Parties. There are no other agreements, assurances, conditions, covenants (express or implied), or other terms with respect to the covenants, whether written or verbal, antecedent or contemporaneous, with the execution hereof.

C. Amendment/Addendums

This Agreement may be changed or amended only by a written instrument, duly executed by both Parties or their authorized designees.

D. Non-Waiver

Failure of any Party hereto to insist on the strict performance of any of the terms herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

E. Assignment/Third Parties

No Party shall assign this Agreement at law or otherwise without the prior written consent of the other Parties, and no Party shall delegate any portion of its performance under this Agreement without the prior written consent of the other Parties. All Parties to this Agreement understand and recognize that only the City Council of San Antonio has authority to approve an assignment or delegation of this Agreement on behalf of City by a Party to this Agreement. This Agreement is intended to inure only to the benefit of the Parties hereto. This Agreement is not intended to create, nor shall be deemed or construed to create, any rights in third parties.

F. Successors

This Agreement shall bind and benefit the Parties and their legal successors. This Agreement does not create any personal liability on the part of any trustee, officer, director, employee, elected or appointed official, or agent of a Party to this Agreement.

G. No Waiver of Immunity

NO PARTY HERETO WAIVES OR RELINQUISHES ANY IMMUNITY OR DEFENSE ON BEHALF OF ITSELF, ITS TRUSTEES, OFFICERS, EMPLOYEES, AND AGENTS AS A RESULT OF ITS EXECUTION OF THIS AGREEMENT AND PERFORMANCE OR NON-PERFORMANCE OF THE COVENANTS CONTAINED HEREIN. CITY AND HISD ACKNOWLEDGE THAT THE CITY AND HISD ARE BOTH POLITICAL SUBDIVISIONS OF THE STATE OF TEXAS AND THAT THE CITY AND HISD ARE BOTH SUBJECT TO AND SHALL COMPLY WITH THE APPLICABLE PROVISIONS OF THE TEXAS TORT CLAIMS ACT, AS SET OUT IN THE TEXAS CIVIL PRACTICE AND REMEDIES CODE, SECTION 101.001ET SEQ. AND THE REMEDIES AUTHORIZED THEREIN REGARDING CLAIMS OR CAUSES OF ACTION THAT MAY BE ASSERTED BY THIRD PARTIES FOR ACCIDENT, INJURY OR DEATH. THIS AGREEMENT WILL BE INTERPRETED ACCORDING TO THE CONSTITUTION AND GENERAL LAWS OF THE STATE. NOTHING IN THIS AGREEMENT WAIVES ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY OR HISD UNDER THE LAWS OF THE STATE OF TEXAS.

H. Legal Authority

Each person executing this Agreement represents and guarantees that he or she has legal authority to execute this Agreement on behalf of their respective Party and to bind said Party and their successors and assigns to all of the terms, conditions and obligations of this Agreement.

I. Venue and Governing Law

THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. Venue and jurisdiction for any claim or dispute arising under or in connection with this Agreement shall lie exclusively in Bexar County, Texas.

J. Parties' Representations

The City and HISD jointly negotiated this Agreement, which shall not be construed against or in favor of a Party simply because that Party primarily assumed responsibility for drafting.

K. Other Mutual Aid/Interlocal Agreements

Nothing in this Agreement shall prevent the Parties from executing other mutual aid and/or interlocal agreements/memorandums of understanding, as permitted by law, with each other or third parties.

L. Insurance

All applicable insurance coverages shall be maintained by each Party through the course of its performance under this Agreement.

M. Captions

All captions used in this Agreement are for the convenience of reference only and shall not be construed to have any effect or meaning as to the Agreement between the Parties.

N. State or Federal Funds

To the extent performance under this Agreement is dependent on State and/or Federal funds available to either Party for particular purposes, the Parties agree to cooperate with each other in preparing, obtaining and sharing any required documentation for utilization of such funds including, but not limited to, executing any required amendments to this Agreement. To the extent applicable, a recipient Party under this Agreement further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. Any terms and conditions, consistent with the purposes of this Agreement, required by applicable law to be included in this Agreement in relation to aforementioned State and/or Federal funds, shall nevertheless be deemed included, whether or not expressly stated herein. The Parties further agree to cooperate with each other in executing mutually acceptable modification(s)/amendment(s) to this Agreement if such modification(s)/amendment(s) become necessary, during the course of performance under this Agreement, in order to maintain compliance with applicable State and Federal law.

O. Counterparts; Facsimile or Email Signatures

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of such counterparts shall constitute one agreement. To facilitate execution of this

Agreement, the parties may execute and exchange by telephone facsimile or email counterparts of the signature pages.

IN WITNESS THEREOF, the Parties hereto have made and executed this Agreement, to be effective on the date of the last signature below ("Effective Date").

CITY:

City of San Antonio




John Peterek
Assistant to City Manager

Date: 11/15/20

HISD:

Harlandale Independent School District



Gerardo Soto
Superintendent of Schools

Date: 11-18-20

Attest:



Tina J. Flores
City Clerk



As to Form:

/s/ Lani R... 11/19/2020

Assistant City Attorney

EXHIBIT A

OPERATION CONNECTIVITY INTERLOCAL ACQUISITION AGREEMENT

*Entered between Region 4 Education Service Center ("Region 4") and Local Education Agency ("LEA")
pursuant to Tex. Gov't Code, Chapter 791.*

Local education agency name: HARLANDALE ISD, (015904)
County district number: 15904
Point of contact: Gerardo Soto
Date: July 29th, 2020

This Operation Connectivity Interlocal Acquisition Agreement ("Agreement") contains key information and terms regarding your LEA's participation in the Operation Connectivity bulk purchase process. The following addendums are incorporated into this Agreement:

1. State Funding Allocation Methodology Addendum (*attached*)
2. EDGAR Certification Addendum (*attached - to be executed by Region 4*)
3. Grant Program Guidelines (*attached*)
4. LEA Order Logistics Confirmation (*separate document*)
5. Additional Quantity Request (*separate document*)

Due the urgency required to maintain our position within our vendors' supply chain, **please submit the completed and signed copy of this Agreement [as well as your Additional Quantity Request Addendum] through DocuSign by COB Tuesday, August 4, 2020.** Should your LEA not be able to provide signed approval of this Agreement by this date, your order will unfortunately have to be cancelled, and this Agreement will automatically terminate without further action by the parties.

Below you will find your LEA's allocated quantities per provider / OEM ("Vendor") and model. These quantities are based on two inputs: 1) your LEA's requested quantities as included in your LEA's bulk order survey / form, 2) the total dollar value for which the state funding program is able to cover 50% of your LEA hotspot / device costs, as based on the state's allocation methodology (see State Funding Allocation Methodology Addendum).

Any change to the quantities allocated below must be requested by emailing customerservice@teabulkorder.com with your revisions. We will then review requested revisions and send you an updated Agreement. Please note that allocated quantities can only be decreased. Any proposed revisions to increase quantities for any Vendor or model will be rejected.

For quantity needs above what the state has allocated your LEA [capped at your LEA's *remaining quantity* as listed in your Additional Quantity Request Addendum], please include this in your LEA's Additional Quantity Request Addendum. If your submitted Additional Quantity Request Addendum is accepted, it will become a binding part of the Agreement. Your Additional Quantity Request Form must be submitted by Tuesday, August 4, 2020. Failure to submit by the deadline will result in your Additional Quantity Request Addendum being rejected.

Mobile broadband hotspots:

Vendor	AT&T	T-Mobile	Verizon
Data limit	Unlimited	Unlimited	Unlimited
Hotspot type	Category 4	Category 4	Category 4
Contract length	1 year	1 year	1 year
Warranty length	1 year	1 year	1 year

Device costs/unit	\$60	\$0	\$60
Monthly rate/unit	\$15	\$15	\$10
Asset tagging cost/unit	\$0	\$0	\$5
Custom CIPA filtering enablement monthly rate/unit	\$0	\$0	\$2
Total 1-year hotspot costs/unit	\$240	\$180	\$209
Original LEA quantity request (through bulk order survey)	0	250	0
Allocated quantity	0	250	0
Total hotspot order costs	\$0	\$45000	\$0
LEA portion of hotspot order costs	\$0	\$22500	\$0

Learning devices:

	Middle & elementary laptops			High school laptops		Chromebooks		iPad
Vendor	Dell	HP	Lenovo	Dell	HP	Dell	HP	Apple
Model number	3190	9ru44ut	100e	3410	PB11x360	3100 Chrome	1A764UT	iPad 7 th Generation
CPU processor	Celeron 4120	Celeron 4020	Celeron	I3	Pentium 5030	N/A	N/A	N/A
RAM	4 GB	4 GB	4 GB	4 GB	8 GB	4 GB	4 GB	N/A
Hard drive size	64 GB	64 GB	64 GB	500 GB	128 GB	16 GB	32 GB	32 GB
Screen size	11.6"	11.6"	11.6"	14"	11.6"	11.6"	11.6"	10.2"
Wi-Fi protocol	Standard	Standard	Standard	Standard	Standard	Standard	Standard	Standard
Touch Screen	No	Yes	No	No	Yes	No	Yes	Yes
Convert to tablet	No	Yes	No	No	Yes	No	No	Yes
External keyboard (Y/N)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Y
Warranty	1 year on-site	1 year mail in	1 year mail in	1 year on-site	1 year mail in	1 year on-site	1 year mail in	N/A
Additional features	Windows 10, custom tagging	Windows 10, custom tagging	Windows 10, custom tagging	Windows 10, custom tagging	Windows 10, custom tagging	Google license, custom tagging	Google license, custom tagging	iPadOS, custom engraving
Price	\$237	\$266	\$205	\$323	\$369	\$228	\$237	\$386
Original LEA quantity request (through bulk order survey)	0	0	0	0	0		3400	400
Allocated quantity	0	0	0	0	0		3400	400
Total device order costs	\$0	\$0	\$0	\$0	\$0	\$0	\$805800	\$154400
LEA portion of device order costs	\$0	\$0	\$0	\$0	\$0	\$0	\$402900	\$77200

Total costs:

Total hotspot order costs	\$45000
Total device order costs	\$960200
LEA portion of hotspot order costs	\$22500
LEA portion of device order costs	\$480100
Total order costs (hotspots and devices)	\$1005200
Total LEA portion of order costs (hotspots and devices)	\$502600

Payment terms:

Payment for your LEA’s portion of the order costs will be due immediately upon receipt of the order invoice that your LEA will be receiving via email. Please note that payment is required before hotspots / devices will be asset tagged and shipped to your LEA. Specific payment instructions will be provided with your issued invoice.

LEA orders will be tagged and shipped in the order in which invoice payment is received. Delay in payment will result in a delay of devices to your LEAs. Any LEA whose payment has not been received by Region 4 within 3 business days from the invoice date will have their order cancelled, resulting in an automatic termination of this Agreement. LEAs must provide a completed LEA Order Logistics Confirmation by Friday, August 7, 2020. Failure to complete and provide this confirmation timely may result in the delay or cancellation of your order and termination of this Agreement.

Matching Funds Allocation:

Funding allocation:

You will find below your LEA’s state matching award. This allocation is based on two inputs, 1) your LEA’s requested quantities as included in your LEA’s bulk order survey/form, 2) the state’s allocation methodology (see State Funding Allocation Methodology Addendum).

Total state matching (hotspots and devices)	\$502600
--	-----------------

Please note that this amount includes only the 1:1 matching of the funds that are expected to be contributed by your LEA. By executing this Agreement, your LEA is committing to pay the amounts set forth herein.

Incorporation of Vendor Warranties and Terms/Disclaimer and Release of Region 4 Liability:

LEA ACKNOWLEDGES AND AGREES THAT ANY PRODUCTS OR SERVICES ACQUIRED THROUGH THIS AGREEMENT ARE SUBJECT TO ANY VENDORS’ TERMS AND CONDITIONS (“VENDOR TERMS”) PROVIDED SEPARATELY BY VENDOR TO LEA. THIS AGREEMENT SHALL CONTROL IN THE EVENT OF ANY CONFLICT WITH VENDOR TERMS. THE PROVISIONS OF ANY MANUFACTURER OR OTHER VENDOR WARRANTIES AND OBLIGATIONS UNDER THE VENDOR TERMS ARE HEREBY EXTENDED TO LEA. THE LEA’S EXCLUSIVE REMEDY FOR BREACH OF ANY SUCH WARRANTY OR OTHER VENDOR OBLIGATIONS RELATED TO THE PRODUCTS OR SERVICES WILL BE THE ENFORCEMENT OF ANY RIGHTS UNDER THE VENDOR TERMS, AND REGION 4 SHALL HAVE NO LIABILITY TO LEA RELATED TO SAME. THE LEA ACKNOWLEDGES AND AGREES AS A STRICT TERM OF THIS AGREEMENT THAT REGION 4 DOES NOT ASSUME BUT, RATHER, EXPRESSLY DISCLAIMS ALL WARRANTIES OR OTHER OBLIGATIONS SET FORTH IN THE VENDOR TERMS, AND REGION 4 DOES NOT MAKE AND EXPRESSLY DISCLAIMS ANY ADDITIONAL WARRANTIES, OBLIGATIONS OR LIABILITY IN CONNECTION WITH THE

PRODUCTS AND SERVICES. LEA HEREBY RELEASES REGION 4 FROM ALL LIABILITY RELATED TO THE VENDOR PRODUCTS AND SERVICES. LEA IS RESPONSIBLE FOR ENSURING COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS, INCLUDING THOSE RELATED TO PROCUREMENT.

Acknowledgement of Federal Funding:

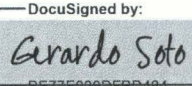
The source of all matching funds pursuant to this Agreement are federal funds made available through the 2020-2021 Remote Learning Operation Connectivity-CV19 grant ("Grant") awarded to Region 4. All fund matches and other obligations under this Agreement for the acquisition of products or services are subject to appropriation of funds to Region 4. As such, if Region 4 does not receive sufficient Grant funding, Region 4 may immediately terminate this Agreement without penalty or further obligation to LEA upon written notice. This Agreement is further subject to and incorporates all terms of Region 4's Grant agreement with the TEA, including the Grant Program Guidelines issued by TEA related to the Grant, and LEA is subject to and agrees to follow any relevant terms set forth in the Grant Program Guidelines. The parties acknowledge and agree to follow all applicable federal, state and local laws, rules, ordinances and regulations related to the expenditure of the Grant funds ("Applicable Laws"). Region 4 specifically acknowledges and agrees to all applicable terms contained in the EDGAR Certification Addendum. All participating Vendors will be required to follow Applicable Laws, the applicable conditions in the Grant Program Guidelines and similarly will agree to applicable EDGAR certifications.

Execution:

This Agreement and the listed addendums and Vendor Terms constitute the entire agreement between the parties, and no part of the Agreement may be modified unless expressed in writing and signed by both parties. Neither party waives or relinquishes any immunity or defense that either party is entitled to by law. All payments made pursuant to this Agreement will be made from current revenues. Each party warrants that it has authority to enter into this Agreement and perform its obligations. The signatory below shall have authority to act on all matters related to this Agreement.

By signing below, the parties are binding themselves to the terms of this Agreement, subject only to any necessary approvals and actions by the parties' governing boards. By execution of this Agreement, the LEA gives Region 4 permission to move forward with purchasing the above quantity of hotspots and devices on the LEA's behalf.

For LEA

Gerardo Soto	Superintendent of Schools
(Printed name/title)	(Title)
<small>DocuSigned by:</small>  <small>BE77E039DFBD484...</small>	8/4/2020
(Signature)	(Date)

For Region 4 Education Service Center

Dr. Pamela Wells, Executive Director



DocuSigned by:
Pamela Wells 8/4/2020
18086C774E3E427...
(Signature) (Date)

ADDENDA

1. State Matching Allocation Methodology
2. EDGAR Certifications
3. Program Guidelines

ADDENDUM ONE

State Matching Allocation Methodology

Overview

On July 17, 2020, Governor Abbott, Lt. Governor Patrick, Speaker Bonnen, Senate Finance, and House Appropriations Committee Chairs announced eLearning funding For Texas students. The State of Texas will allocate \$200 million in Coronavirus Aid, Relief, and Economic Security (CARES) Act funding to the Texas Education Agency (TEA) for the purchase of eLearning devices and home internet solutions to enable remote learning during the COVID-19 pandemic for Texas students that lack connectivity.

The majority of the \$200 million in CARES Act funding will be allocated to LEAs through matching funds for purchases of hotspots (with data plans) and devices through a statewide bulk purchasing event. This document provides the methodology for the allocation of these CARES Act funds. Additional state dollars may be available through a reimbursement program. More details will be released as this is designed. The TEA is the passthrough agency for this grant. Region 4 Education Service Center shall serve as the grant recipient and shall conduct the bulk purchases on behalf of LEAs.

Funding Allocation – Bulk Purchase Matching Funds

LEAs will be eligible for fund matching of 50% of the expenditures incurred through the statewide bulk purchasing event. However, the level of LEA fund matching for purchases made through the statewide bulk purchasing event will be contingent on the number of economically disadvantaged students in the LEA.¹ The amount of fund matching will not exceed 50% of LEA expenditures to purchase device and/or hotspots for the number of economically disadvantaged students in the LEA. The costs associated with device and hotspot purchase volume that exceeds the number of economically disadvantaged students in an LEA will not be eligible for fund matching.²

If an LEA is purchasing a quantity of devices and/or hotspots less than the number of economically disadvantaged students, the LEA will still receive the full 50% fund matching for those expenditures.

¹ The number of economically disadvantaged students in an LEA are calculated as the PEIMS ages 3-21 low income students (eligible for free lunch, reduced price lunch, or federal aid programs), from the October 2019 fall collection, released for 2020-2021 ESSA funding formulas.

² If an LEA orders more devices and/or hotspots than they have economically disadvantaged students, the LEA will still have the opportunity to order at the bulk purchase order's discounted rates, but those expenditures will not be eligible for fund matching.

For example (figures illustrative):

District A orders device volume equal to economically disadvantaged (eco dis.) enrollment

- Enrollment: 1000 total students; **500** economically disadvantaged students
- District A is capped at 500 total devices for this program (due to percent eco dis.)
- Bulk order: **500** devices x \$200 cost per device = **\$100,000 LEA spend**
- LEA spend eligible for fund matching: up to **500** students x \$200 cost per device = up to **\$100,000**
- TEA fund matching: up to **\$50,000**
- LEA responsibility: **\$50,000**

District B orders device volume greater than economically disadvantaged enrollment

- Enrollment: 1000 total students; **500** economically disadvantaged students
- District B is capped at 500 total devices for this program (due to percent eco dis.)
- Bulk order: **750** devices x \$200 cost per device = **\$150,000 LEA spend**
- LEA spend eligible for fund matching: up to **500** students x \$200 cost per device = up to **\$100,000**
- TEA fund matching: up to **\$50,000**
- LEA responsibility: **\$100,000**

District C orders device volume less than economically disadvantaged enrollment

- Enrollment: 1000 total students; **500** economically disadvantaged students
- District C is capped at 500 total devices for this program (due to percent eco dis.)
- Bulk order: **250** devices x \$200 cost per device = **\$50,000 LEA spend**
- LEA spend eligible for fund matching: up to **250** students x \$200 cost per device = up to **\$50,000**
- TEA fund matching: up to **\$25,000**
- LEA responsibility: **\$25,000**

ADDENDUM TWO

EDGAR CERTIFICATIONS

(TO BE EXECUTED BY REGION 4)

The following certifications and provisions are required and apply when the Local Education Agency ("LEA") expends federal funds for any contract. **Accordingly, the parties agree that the following terms and conditions apply, as applicable, in all situations where Region 4 has been paid or will be paid with federal funds:**

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when LEA expends federal funds, LEA reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when LEA expends federal funds, LEA reserves the right to immediately terminate any agreement in excess of \$10,000 in the event of a breach or default of the agreement by Region 4 in the event Region 4 fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract. LEA also reserves the right to terminate the contract immediately, with written notice to Region 4, for convenience, if LEA believes, in its sole discretion that it is in the best interest of LEA to do so. Region 4 will be compensated for work performed and accepted and goods accepted by LEA as of the termination date if the contract is terminated for convenience of LEA. The Contract is not exclusive and LEA reserves the right to purchase goods and services from other vendors when it is in LEA's best interest.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when LEA expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or

subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when LEA expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Region 4 will be in compliance with all applicable Davis-Bacon Act provisions.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when LEA expends federal funds, Region 4 certifies that Region 4 will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by LEA.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by LEA, Region 4 certifies that during the term of an award for all contracts by LEA resulting from this procurement process, Region 4 agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by LEA, Region 4 certifies that during the term of an award for all contracts by LEA resulting from this procurement process, Region 4 agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by LEA, Region 4 certifies that during the term of an award for all contracts by LEA, Region 4 certifies that neither it nor its principals is presently debarred, suspended,

proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by LEA, Region 4 certifies that during the term and after the awarded term of an award for all contracts by LEA, Region 4 certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for 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 awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, 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, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by LEA for any contract, Region 4 certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Region 4 further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When LEA expends federal funds for any contract, Region 4 certifies that it will comply, as applicable, with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of LEA not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Region 4 agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Region 4 further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

LEA has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Region 4 certifies that it is in compliance with all applicable provisions of the Buy America Act.

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Region 4 agrees that the District's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Region 4 that are directly pertinent to Region 4's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Region 4's personnel for the purpose of interview and discussion relating to such documents.

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTS

Region 4 agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

REGION 4 AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT REGION 4 CERTIFIES COMPLIANCE WITH ALL APPLICABLE PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE

Printed Name and Title of Authorized Representative:

Gerardo Soto Superintendent of Schools

Email Address:

gerardo.soto@myhisd.net

Signature of Authorized Representative:

DocuSigned by:

BE77E039DFBD484...

Date: 8/4/2020

ADDENDUM THREE

REQUEST FOR APPLICATION

Program Guidelines

2020-2021 Remote Learning Operation Connectivity-CV19

Authorized by Coronavirus Aid, Relief, and Economic Security
(CARES) Act, Section 5001, Coronavirus Relief Fund (CRF)

Application Closing Date — 5:00 p.m., Central Time
Application due date July 23, 2020

PROGRAM GUIDELINES

TEXAS EDUCATION AGENCY

**Office of Information Technology Services
1701 North Congress Avenue
Austin, Texas 78701**

© Copyright 2020 by the Texas Education Agency. All Rights Reserved.

PROGRAM GUIDELINES

Contents

Introduction to the Program Guidelines.....4
Reference to the General and Fiscal Guidelines 4
Contact for Clarifying Information5
Program Contact5
Funding Contact5
US Department of Education and/or State Appropriations5
Grant Timeline5
Grant at a Glance.....6
Program Purpose, Goals, and Objectives..... 6
Eligible Applicants..... 6
Shared Services Arrangement..... 6
Cost Share or Matching Requirement 6
Supplement, Not Supplant..... 6
Limitation of Administrative Funds 6
Pre-Award Costs.....7
Application Requirements and Assurances.....7
Statutory Requirements7
TEA Program Requirements.....7
Program-Specific Assurances..... 9
Allowable Activities and Use of Funds..... 9
General Allowable Activities and Use of Funds..... 9
Unallowable Activities and Use of Funds 9
Performance Measures.....10
Federal Grant Requirements.....10
Equitable Access and Participation.....10
Private Nonprofit School Participation.....10
Maintenance of Effort10
Attachments..... 10
Required Fiscal-Related Attachments 11
Required Program-Related Attachments 11

PROGRAM GUIDELINES

Introduction to the Program Guidelines

TEA, as the pass-through entity¹, is the grantee² from the U.S. Department of Education (USDE) and TEA awards subgrants to non-federal entities³ such as local educational agencies (LEAs), including school districts, charter schools, and education service centers, and to a lesser degree institutions of higher education (IHEs), and nonprofit organizations (NPOs) who are the agency's subgrantees⁴. These guidelines apply to all subgrantees of TEA, regardless of whether referenced herein as subgrantee or grantee. For purposes of this document, TEA may use the terms grantee and subgrantee synonymously for its subrecipients.

This part of the request for application (RFA), Program Guidelines, is to be used in conjunction with the General and Fiscal Guidelines and any application instructions. The Standard Application System (SAS) consists of Application Part 1 (PDF – narrative schedules) and Application Part 2 (Excel - budget schedules) to be completed in order for the applicant to be eligible for funding.

For applicants selected for funding, all guidelines and instructions will be incorporated by reference into the Notice of Grant Award (NOGA).

Reference to the General and Fiscal Guidelines

The Program Guidelines provide information specifically relevant to this grant program. The General and Fiscal Guidelines provide information relevant to all TEA grant programs. Throughout the Program Guidelines, cross-references are given to applicable sections of the General and Fiscal Guidelines. It is critical that you review all referenced sections of the General and Fiscal Guidelines when preparing your application.

¹ Pass-through entity is defined as a non-Federal entity that provides a subaward to a subrecipient to carry out part of a federal program. (2 CFR 200.74)

² Grantee is defined as the legal entity to which a grant is awarded and that is accountable to the federal government for the use of the funds provided. The term “grantee” does not include any secondary recipients, such as subgrantees and contractors that may receive funds from a grantee. (34 CFR 77)

³ Non-federal entity is defined as a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient. (2 CFR 200.69)

⁴ Subgrantee is defined by TEA to be the same as a subrecipient which is defined as a non-federal entity that receives a subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. (2 CFR 200.93) Subgrantee is defined in 34 CFR 77 as the legal entity to which a subgrant is awarded and that is accountable to the grantee for the use of the funds provided.

PROGRAM GUIDELINES

Contact for Clarifying Information

Program Contact

Julia Schacherl, Director
Office of Information Technology Services julia.schacherl@tea.texas.gov
Phone: (512) 463-9745

Funding Contact

Sarah Averill, Grant Manager, Grants Administration Division
sarah.averill@tea.texas.gov Phone: (512) 463-8525

US Department of Education and/or State Appropriations

The following is provided in compliance with the US Department of Education Appropriations Act:

Category	Amount
Total funds available for this project	\$200,000,000
Percentage to be financed with federal funds	100%
Amount of federal funds	\$200,000,000
Percentage to be financed from nonfederal sources	0%
Amount of nonfederal funds	\$0

Grant Timeline

For all dates related to the grant, including reporting dates, see the [TEA Grant Opportunities](#) page. If a report due date falls on a weekend or holiday, the report will be due the following business day. All dates except the grant ending date may vary slightly as conditions require.

Grant at a Glance

This section provides detailed information about the grant program.

Program Purpose, Goals, and Objectives

The purpose of the Remote Learning Operation Connectivity-CV19 grant is to support Texas LEA purchases of eLearning devices and home internet solutions to enable the remote learning of students during the COVID-19 pandemic. Bulk purchases will require a local match, either from LEA funds or from local Coronavirus Relief Funds (CRF), as defined by TEA. This local match requirement may be waived by TEA in cases of significant hardship.

Eligible Applicants

See the [General and Fiscal Guidelines](#), Eligibility Requirements.

Region 4 Education Service Center is the only eligible applicant for this grant.

Shared Services Arrangement

See the [General and Fiscal Guidelines](#), Shared Services Arrangements.

Shared services arrangements (SSAs) are not allowed.

Cost Share or Matching Requirement

See the [General and Fiscal Guidelines](#), Cost Share/Match Requirement.

There is no cost share or matching requirement imposed on Region 4 Education Service Center for this grant program. Per the Program Purpose, Goals, and Objectives stated above, LEAs who benefit from bulk purchases may be required to match, either from LEA funds or from local CRF funds.

Supplement, Not Supplant

For supplement, not supplant guidance, see the Supplement, Not Supplant Handbook on the Grants Administration Division's [Administering a Grant](#) page.

The supplement, not supplant provision does apply to this grant program.

Limitation of Administrative Funds

See the [General and Fiscal Guidelines](#), Administrative Costs.

NOTE: Administrative funds include **both** direct administrative costs **and** allowable indirect costs.

TEA limits the amount of funds that may be budgeted to administer this grant, including direct administrative costs and indirect costs, to no more than \$1,000,000 of the total grant awarded.

PROGRAM GUIDELINES

To calculate the maximum indirect costs that can be claimed for a grant, complete the [Maximum Indirect Costs Worksheet](#), posted on the Administering a Grant page, under the Handbooks and Other Guidance section.

Pre-Award Costs

See the [General and Fiscal Guidelines](#), Pre-Award Costs.

Pre-award costs are permitted, if requested, from May 21, 2020, to stamp-in date.

Application Requirements and Assurances

This section identifies the two types of requirements in which applicants must comply to be eligible for funding:

- ✦ Statutory requirements (requirements defined in the authorizing statute)
- ✦ TEA program requirements (requirements defined by TEA program staff)

Statutory Requirements

See the [General and Fiscal Guidelines](#), Statutory Requirements.

Per Section 22.0834 of the Texas Education Code (TEC), any person offered employment by any entity that contracts with TEA or receives grant funds administered by TEA (i.e., a grantee or subgrantee) is subject to the fingerprinting requirement. TEA is prohibited from awarding grant funds to any entity, including nonprofit organizations, that fails to comply with this requirement. For details, refer to the [General and Fiscal Guidelines](#), Fingerprinting Requirement.

The following requirements are defined in the statute that authorizes this program. The applicant must comply with each of these requirements in the application to be considered for funding:

1. Necessary expenditures must have been incurred due to COVID-19 pandemic, defined as actions taken to respond to the public health emergency which may include expenditures to respond directly to the emergency, or to second-order effects of the emergency.
2. Allowable costs cannot have been accounted for in the most recently approved budget as of March 27, 2020, defined as (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget or (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation; without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency.
3. Allowable costs must be incurred May 21, 2020, through December 30, 2020, defined as when the entity has expended funds to cover the allowable cost.

TEA Program Requirements

See the [General and Fiscal Guidelines](#), TEA Program Requirements.

In addition to the statutory requirements, TEA has established the following program requirements. The applicant must comply with each of these requirements in the application to be considered for funding:

PROGRAM GUIDELINES

1. Grant expenses will be to facilitate and administer the statewide bulk purchase program whereby providing a unique service to Texas LEAs to purchase eLearning devices and home internet solutions to enable the remote learning of students during the COVID-19 pandemic as described in the federal CRF guidance document as facilitating distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
2. Any grant funds not used in the bulk purchase program or administrative costs will be returned to TEA in a time and manner requested by TEA.
3. Grant administrative costs will be reasonable and necessary, not to exceed \$1,000,000, including indirect costs.
4. Grantee, with assistance from consultants, will negotiate the bulk procurement prices and order for the LEAs, provide shipping information to the vendors, and provide LEAs with appropriate guidance for asset tagging and inventorying of purchased equipment so that the LEA retains proper ownership and maintains documentation of the purchase.
5. TEA will make all determinations regarding apportionment of matching funds to LEAs and LEA orders, including vendors, product and service specifications and LEA financial participation. All order information will be provided by Region 4 and approved by TEA to be placed with vendors. TEA shall provide approval to Region 4 specifying any amendments to orders, including any changes to LEA recipients or LEA financial participation. Region 4 may rely on all TEA direction and approvals.
6. On behalf of TEA, Region 4 may, if needed on a temporary basis, enter into purchase agreements with vendors to procure and take title, if and as needed, of all ordered products and services. Region 4 may enter into sale, transfer or other agreements as appropriate with LEAs to transfer or assign any ownership or warranties of products and services.
7. Initial bulk orders shall be made by Region 4 to vendors as specified by TEA, and orders shall be modified as additional data is collected by TEA and Region 4 from LEAs. TEA shall provide funds to Region 4 sufficient to cover the full amount of any order placed that is not covered by funds actually received by Region 4 from LEAs not to exceed the initial total grant award of \$200,000,000. Except for the initial bulk orders, no orders shall be placed or modified by Region 4 until sufficient funds have been received from TEA and LEAs.
8. Region 4 shall not take any permanent ownership of products or services subject to this grant. Region 4 shall not be responsible for issuing asset tags on any devices. Region 4 shall not be responsible for warranting devices and shall have no liability to LEAs for any products or services procured under this grant. LEAs shall be required as a condition of participation to waive any liability against Region 4.
9. Grantee must keep records sufficient to demonstrate the amount of funds expended is in accordance with statute and these grant rules and guidelines.
10. Grantee must provide data and reporting information as required by TEA or the federal government in a time and manner requested by TEA.
11. Any grant funds requested as advanced payment must be placed in an interest-bearing account and must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses herein.
12. Grantee must collaborate and communicate with TEA in the time and manner requested by TEA.
13. Grantee may utilize noncompetitive procurement with these federal funds as authorized by TEA.

PROGRAM GUIDELINES

Program-Specific Assurances

See the [General and Fiscal Guidelines](#), Provisions and Assurances.

The program-specific assurances for this grant program are listed in the Application Part 1.

Allowable Activities and Use of Funds

See the [Administering a Grant](#) page for general guidance on allowable activities and use of funds.

Allowable activities and use of funds for this grant may include but are not limited to the following:

General Allowable Activities and Use of Funds

- Payroll costs
- Professional and contracted services
- Supplies and materials
- Other operating costs that do not require specific approval
- Capital outlay
- Reasonable and necessary administrative costs, including any consulting, legal, and temporary staff expenses.
- Other costs necessary to facilitate and administer the Remote Learning Operation Connectivity-CV19 program, whereby providing a unique service to Texas LEAs to purchase eLearning devices and home internet solutions to enable the remote learning of students during the COVID-19 pandemic, at reduced prices for LEAs.

Unallowable Activities and Use of Funds

In general, refer to the Budgeting Cost Guidance Handbook on the [Administering a Grant](#) page for unallowable costs.

In addition, unallowable activities and use of funds for this grant may include but are not limited to the following:

- Debt service (lease-purchase)
- Student field trips
- Advisory councils
- Cost of membership in any civic or community organization
- Hosting or sponsoring of conferences
- Out-of-state travel
- Travel costs for officials such as Executive Director, Superintendent, or Board Members
- Expenses for the State share of Medicaid.
- Damages covered by insurance

PROGRAM GUIDELINES

- ✘ Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency (general ESC/LEA employees)
- ✘ Expenses that have been or will be reimbursed under any federal program are not eligible uses of CRF funds
- ✘ Reimbursement to donors for donated items or services
- ✘ Workforce bonuses other than hazard pay or overtime
- ✘ Severance pay
- ✘ Legal settlements
- ✘ Revenue replacement

Performance Measures

The applicant agrees to collect data and report on the following mandatory performance measures:

1. Number of devices, by type, ordered on behalf of and delivered directly to LEAs.
2. Average number of days for LEAs to respond and complete agreements.
3. Average number of days for LEAs to pay Region 4 for their match on the bulk order.

Federal Grant Requirements

Equitable Access and Participation

See the [General and Fiscal Guidelines](#), Equitable Access and Participation.

This requirement does apply to this federally funded grant program.

Private Nonprofit School Participation

See the [General and Fiscal Guidelines](#), Private Nonprofit School Participation.

This requirement does not apply to this federally funded grant program.

Maintenance of Effort

See the [General and Fiscal Guidelines](#), Maintenance of Effort.

This requirement does not apply to this federally funded grant program.

Attachments

See the following sections of the [General and Fiscal Guidelines](#):

- ✘ Required Fiscal-Related Attachments
- ✘ Required Program-Related Attachments

This section describes the two types of attachments that may be required to be submitted with the application: fiscal-related attachments and program-related attachments.

Required Fiscal-Related Attachments

See the [General and Fiscal Guidelines](#), Required Fiscal-Related Attachments, for a general description of fiscal-related documents that can be required as attachments to the application.

Required Program-Related Attachments

See the [General and Fiscal Guidelines](#), Required Program-Related Attachments, for a general description of program-related documents that can be required as attachments to the application.

No program-related attachments are required for this grant program.