

Texas Education Agency
General Provisions and Assurances

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

- A. Terms defined: As used in these Provisions and Assurances,
 - 1. Subaward: An award provided by a pass -

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through capital leases; and (b) Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to Capital Assets that materially increase their value or useful life (not ordinary repairs and maintenance). (2 CFR 200.12). If the Subrecipient purchases Capital Assets (furniture and/or equipment) with Subaward funds to accomplish the objective(s) of the project, title will remain with the Subrecipient for the period of the Subaward. The Agency reserves the right to transfer Capital Assets for Subrecipient noncompliance during the Subaward period or as needed after the ending date of the Subaward. This provision applies to any and all furniture and/or equipment regardless of unit price and how the item is classified in the Subrecipient's accounting record.

17. Capital Expenditures: Expenditures to acquire Capital Assets or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to Capital Assets that materially increase their value or useful life. (2 CFR 200.13)
18. Protected Personally Identifiable Information (PII): An

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and shall indemnify the Agency against any and all claims, demands, and causes of action of whatever kind or nature asserted by any third party and occurring or in any way incident to, arising from, or in connection with, any acts of the Subrecipient, its agents, employees, and subcontractors, done in the conduct of the Subaward Project.

- N. Encumbrances/Obligations and Liquidations: All encumbrances/obligations shall occur on or between the beginning and ending dates of the Subaward unless pre-award costs are expressly permitted for the individual Grant program. In general, goods or services delivered near the end of the Grant period may be viewed by TEA as not necessary to

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that may be embodied or reflected in the Works.

For School Districts, ESCs, Nonprofit, and For Profit Organizations: The foregoing Intellectual Property Ownership provisions apply to any school districts, ESCs, nonprofit organizations, and their employees, agents, representatives, consultants, and subcontractors. If a school district, ESC, or nonprofit

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- AA. Travel Costs: Amounts authorized for maximum recovery for travel costs against any state or federal funding source are restricted to those amounts which are approved in the State of Texas appropriations

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1. Applicability: That the local educational Agency will administer each program covered by the Application in accordance with all applicable statutes, regulations, program plans, and Applications (20 USC 1232(e));
2. Public Agency Control: That the control of funds provided to the local educational Agency under each program, and title to property acquired with those funds, will be in a public Agency and that a public Agency will administer those funds and property (20 USC 1232(e));
3. Sound Accounting: That the local educational Agency will use fiscal control and fund accounting procedures that will ensure proper disbursement of, and accounting for, Federal funds paid to that Agency under each program (20 USC 1232(e));
4. Access to Records: That the local educational Agency will make reports to TEA and to the Secretary of Education as may reasonably be necessary to enable TEA and the Secretary to perform their duties and that the local educational Agency will maintain such records, including the records required under 20 USC 1232(f), Education Records, and provide access to those records, as TEA or the Secretary deem necessary to perform their duties (20 USC 1232(e));
5. Participation in Planning: That the local educational Agency will provide reasonable opportunities for the participation by teachers, parents, and other interested agencies, organizations, and individuals (20 USC 1232(e));

1232(e));

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the state's fingerprinting requirement. The Subrecipient provides assurance, with its signature on the Grant Application or by certifying and submitting the eGrants Application, that it will take all necessary and required steps to ensure that all its Subrecipients are in compliance with the fingerprinting requirement.

- II. Family Code Applicability: With its signature on the Grant Application or by certifying and submitting the eGrants Application, the Subrecipient, if other than a state Agency, certifies that under Section 231.006, Family Code, that the Subrecipient is not ineligible to receive payment under this Subaward and acknowledges that this Subaward may be terminated and payment may be withheld if this certification is inaccurate. TEA reserves the right to terminate this Subaward if the Subrecipient is found to be ineligible to receive payment. If the Subrecipient is found to be ineligible to receive payment and the Subaward is terminated, the Subrecipient is liable to TEA for attorney's fees; the costs necessary to complete the Subaward, including the cost of advertising and awarding a second Subaward; and any other damages or relief provided by law or equity.
- JJ. Interpretation: In the case of conflicts arising in the interpretation of wording and/or meaning of various sections, parts, appendices, General Provisions and Assurances, Program -Specific Provisions and Assurances, exhibits, attachments, or other documents, the TEA Subaward and its General Provisions and Assurances, Program - Specific Provisions and Assurances, appendices, Errata, and General and Fiscal Guidelines shall take precedence over all other documents that are a part of this Subaward.
- KK. Registered Lobbyists: No state or federal funds transferred to a Subrecipient/Grantee may be used to hire a registered lobbyist.
- LL. Test Administration and Security: This Subaward is executed by the Agency subject to assurance by the Subrecipient that it has at all times been and shall remain in full compliance with Title 19, Texas Administrative Code Chapter 101, and all requirements and procedures for maintaining test security specified in any test administration materials in the possession or control of the Subrecipient, or any school, campus, or program operated by the Subrecipient. Notwithstanding any other provision in this Subaward or any other document, this Subaward is void upon notice by the Agency, in its sole discretion, that the Subrecipient or any school, campus, or program operated by the Subrecipient has at any time committed a material violation of Title 19, Texas Administrative Code Chapter 101, or any requirement or procedure for maintaining test security specified in any test administration materials in the possession or control of the Subrecipient, or any school, campus, or program operated by the Subrecipient. Expenditures and/or activities

