

Capital Area College Tech Prep Consortium
2008-2009
Request for Application

REQUEST FOR APPLICATION
September 12, 2008

The Capital Area College Tech-Prep Consortium (CACTPC) is requesting applications from eligible school districts in the 9-county Consortium region. The Capital Area College Tech-Prep Consortium will award funds to districts that have a current (updated within last year) local articulation agreement on file with CACTPC, enter students in PEIMS as Code 3 Tech Prep students in October 2008, and agree to participate in the CATEMA data collection system during the 2008-2009 school year.

The application is due to the Tech Prep Consortium Office by 4:00 p.m. on September 30, 2008.

The definition of a high school Tech Prep student is:

A student in grades 9 through 12

- who is currently enrolled in or has already completed a career and technology course and
- who follows a state-approved Tech Prep high school plan of study leading to postsecondary education and training,
- which includes two or more Career and Technology Education courses for three or more credits, and
- which must provide at least one option for articulated and/or concurrent credit at the postsecondary level.

TEA Career and Technology Education Division has advised that districts that do not report any students in PEIMS Codes 2 (Coherent sequence of CATE courses) or 3 (Tech Prep program) will be subject to a risk factor on their PAS (Performance Assessment System). Additionally, ISD's could be losing Perkins dollars by not reporting students in PEIMS Code 2 and/or 3. If you have any questions about funding issues regarding PEIMS Code 2 or 3, please call TEA at (512) 463-9311.

Although 34 ISD's in our Capital Area region are eligible to report Tech Prep students in PEIMS Code 3, only 24 of our regions 34 ISD's reported Tech Prep students in PEIMS Code 3 for the 2007-2008 school year. **The award of funds will be based on a \$1000.00 base and the remaining funds based on the number of students reported in the Final PEIMS data for Fall 2007 and the number of students completed in CATEMA for the 2007-2008 school year.** A completed student in CATEMA is one who has been either denied or recommended for credit by their teacher.

Please alert your PEIMS coordinator, counselors, and Career & Technology Director of the importance of reporting students in these PEIMS codes. You may not only be losing federal funds and perhaps subjecting your ISD to an audit if you don't report students in PEIMS code 2 and/or 3, but you also will be losing funds from the Capital Area College Tech Prep Consortium.

If you have any questions, please contact me by phone at 512/223-7720 or email at skincaid@austincc.edu.

Attachments: Application Packet
TEA Student Attendance Accounting Handbook guidelines
Budget Sheet
Statement of Assurances
Expenditure Report Form

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To apply for funds:

- Have at least one current (updated within last year) local articulation agreement on file in the Consortium office;
- Agree to notify your ISD's Board of Trustees of any award as an agenda item at the Board meeting following the Notice of Award;
- Agree to participate in the CATEMA data collection systems during 2008-2009 school year;
- Agree to submit to the Capital Area College Tech Prep Consortium copies of all bills, invoices, checks, etc., no later than **June 30, 2009**. Reimbursement will be made upon receipt of invoices for activities agreed to in your proposal and Notice of Award.
- Agree to review and abide by the attached Statement of Provisions and Assurances between the Capital Area College Tech Prep Consortium's fiscal agent, Austin Community College, and the Texas Higher Education Coordinating Board.
- Submit the completed enclosed application including the following Final PEIMS 2007-8:
PEIMS Edit+ Career and Technology Education Reports:
PRF5D013 and PRF5C013 for each high school,
PRF5D014 and PRF5C014 for each high school,
PRF5D016 for the district, and
PRF5D024 and PRF5C024 for each high school.

The ISD Superintendent **MUST** sign the application. The application must be received in the Tech Prep office by **4:00 p.m. on September 30, 2008**. **No late applications will be accepted. Mail or deliver (DO NOT FAX) applications to:**

Sharyl Kincaid, Executive Director
Capital Area College Tech Prep Consortium
Austin Community College
5930 Middle Fiskville Road, Ste 509.3
Austin, Texas 78752

After all applications are received, the budgeted funds will be distributed among the high schools that have reported Tech Prep students in PEIMS Code 3 in 2007-2008. Funds will only be distributed to high schools that graduate students with articulated credit. The amount of funds awarded to each high school will be determined by the number of Tech Prep students reported in PEIMS Code 3 and the number of students completed in CATEMA in 2007-2008. A completed student in CATEMA is one who has been either denied or recommended for credit by their teacher. Minimum awards per high school will be \$1,000.

Notice of Application Acceptance will be sent out no later than October 8, 2008.

Budgets will be due back to the Consortium by October 24, 2008.

Notice of Awards will be sent out no later than October 31, 2008.

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CAPITAL AREA COLLEGE TECH PREP CONSORTIUM

APPLICATION CHECKLIST
2008-2009 Request for Applications

September 12, 2008

Name of ISD _____

Name of High School(s) (If different than ISD) _____

Name of Person Preparing Application _____

Email of Person Preparing Application _____

Mailing Address _____

Phone Number _____ Fax Number _____

_____ ISD/High School is hereby applying for funds from the Capital Area College Tech Prep Consortium and verifies that the district does have an articulation agreement on file with Capital Area College Tech Prep Consortium of Austin Community college, agrees to participate in the CATEMA data collection system during the 2008-2009 school year, has entered Tech Prep students in PEIMS Code 3 in October 2008, and agrees to abide by the attached Statement of Assurances.

Signed _____
Superintendent

The following items are attached to this page to complete the application:

_____ PEIMS Edit+ Career and Technology Education Report Students by Sex and Ethnicity and Courses PRF5D013 and PRF5C013 for each high school

_____ PEIMS Edit+ Career and Technology Education Courses Report PRF5D014 and PRF5C014 for each high school

_____ PEIMS Edit+ Career and Technology Education Courses Report PRF5D016 for the district

_____ PEIMS Edit+ Students by Career and Technology Indicator Code and Grade Report PRF5D024 and PRF5C024 for each high school.

For Capital Area College Tech Prep Consortium Office Use Only:

PEIMS PRF5D013 received		PEIMS PRF5D024 received	
PEIMS PRF5D014 received		Articulation Agreement on File	
PEIMS PRF5D016 received		Students in CATEMA	

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After eligible high schools are notified of the amount of their grant award, the high schools will be asked to furnish a budget of how they plan to use the funds. Some of the allowable uses of funds are:

- Travel expenses and substitute teacher pay to attend Tech Prep Conferences, to attend Tech Prep Professional Development, and to attend local articulation meetings with community colleges;
We can no longer reimburse individuals directly, funds must flow through districts.
- Funds to faculty, administrators, or community members to plan and implement a student job-shadowing through a contractual agreement for services IF the work is NOT part of their regular job duties and IF the work is performed after normal working hours;
- Expenses for a student job-shadowing activity, such as brochures, transportation, and speaker at luncheons (MAY NOT BE USED FOR FOOD FOR STUDENTS);
- Funds to faculty and counselors to intern with an employer in the summer and develop lesson plans related to the internship through a contractual agreement for services;
- Funds to faculty and administrators to market and recruit Tech Prep students and to identify Tech Prep students for the purpose of entering in PEIMS Code 3 through a contractual agreement for services if the work is NOT part of their regular job duties and IF the work is performed after normal working hours;
- Funds to faculty and administrators or fees to an outside consultant to add a Tech Prep page to the ISD's web site through a contractual agreement for services IF the work is NOT part of their regular job duties and IF the work is performed after normal working hours;
- Teacher in-service speakers that relate to Tech Prep methodologies such as learning styles and/or labor market information;
- Career guidance, assessment, exploration, and development materials and/or software;
- Marketing (brochures, etc.);
- Applied academic curricula (CORD Math, AIT Language Arts, Principles of Technology, etc.);
- College textbooks for the articulated courses not on the TEA approved textbook list;
- Equipment under \$500.00 for use in articulated courses;
- Others as approved.

ADDRESS QUESTIONS TO: Sharyl Kincaid, Executive Director, phone: (512) 223-7720

Email: skincaid@austincc.edu

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School District: _____	
Sub-grant Budget Sheet	
2008-2009	
Category	Amount
Career Guidance materials	
College Textbooks (Textbooks used in TP Courses and not on State Approved List)	
Curriculum Expenses (Curriculum Development, support materials, software)	
Equipment under \$500.00 per item	
Job Shadowing (Program Administration and/or Expenses)	
Marketing Materials for Tech Prep programs	
Professional Development (Any Tech Prep related Prof. Dev. delivered by ISD)	
Substitute Teacher Reimbursements (For Teachers attending Tech Prep related Prof. Dev. & meetings)	
Travel (To attend Tech Prep Conferences and other Tech Prep related Prof. Dev.)	
Web Page (For district Tech Prep Web Page)	
Other as approved: _____	
Total Budget	
<p>Budget Narrative: Please give a brief description of your planned activities and expenditures. Please attach a second page if necessary.</p>	

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Final Expenditure Report

School District: _____	
Sub-grant Expenditure Report	
2008-2009	
Category	Amount
Career Guidance materials	
College Textbooks (Textbooks used in TP Courses and not on State Approved List)	
Curriculum Expenses (Curriculum Development, support materials, software)	
Equipment under \$500.00 per item	
Job Shadowing (Program Administration and/or Expenses)	
Marketing Materials for Tech Prep programs	
Professional Development (Any Tech Prep related Prof. Dev. delivered by ISD)	
Substitute Teacher Reimbursements (For Teachers attending Tech Prep related Prof. Dev. & meetings)	
Travel (To attend Tech Prep Conferences and other Tech Prep related Prof. Dev.)	
Web Page (For district Tech Prep Web Page)	
Other as approved: _____	
Total Expenditures	
Total Award	
Budget Narrative: Please give a brief description of your activities and expenditures. Please attach a second page if necessary.	

To be submitted with supporting invoices by June 30, 2009. This form is available on the Web at <http://www.austincc.edu/Catpc/ISDEExpense2008>

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TEA Student Attendance Accounting Handbook Guidelines

Code Table ID	Name	Date Issued	Date Updated
C142	CAREER-AND-TECHNICAL-ED-IND-CD	3/3/93	07/01/08
Code	Translation		
	<p>When assigning the Career and Technical Indicator Code, include enrollment in all Career and Technical Education (CTE) courses, regardless of course funding weight.</p>		
0	Not enrolled in a CTE course		
1	<p>Enrolled in a CTE course</p> <p>A student in grades 6-8 who is taking a CTE course as of the fall snapshot date or completed a CTE course by the end of the school year.</p> <p>A student in grades 9-12 who is taking a CTE course as of the fall snapshot date or completed a CTE course by the end of the school year, and the student's 4-year plan of study does not outline a coherent sequence of courses in CTE.</p>		
	<p>The following codes are for students who on the fall snapshot date: (a) have a 4-year plan to take a coherent sequence (2 or more CTE courses for 3 or more credits) of courses in CTE, and (b) are enrolled in or have completed a semester of CTE course(s), which are part of their CTE coherent sequence of courses. If a student's 4-year plan changes, then the student could go from a code 2 or 3 to a 0 or 1 in a subsequent school year.</p>		
2	<p>Participant in a coherent sequence of courses</p> <p>A student in grades 9-12 who is enrolled in a sequential course of study, which develops occupational knowledge, skills, and competencies relating to a CTE program of study. The student must have a 4-year plan of study to take 2 or more CTE courses for 3 or more credits.</p>		
3	<p>Participant in Tech Prep program</p> <p>A student in grades 9-12 who follows a state approved Tech Prep high school plan of study leading to postsecondary education and training. The student must have a 4-year secondary plan of study that includes a CTE coherent sequence of courses of 2 or more CTE courses for 3 or more credits. The plan must provide at least one option for articulated and/or concurrent credit at the postsecondary level.</p>		

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**TEXAS HIGHER EDUCATION COORDINATING BOARD
COMMUNITY AND TECHNICAL COLLEGES DIVISION
CARL D. PERKINS PROJECTS
Program Year 2008-2009**

**SECTION VIII
CONTRACT PROVISIONS AND ASSURANCES**

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

- A. As used in these Provisions and Assurances,
"Applicant" means the same as "Contractor";
"Application" means the entire package submitted by the Applicant including the schedules contained in the application;
"Amendment" means an application that is revised in budget categories and/or in program activities. It includes both the original application and any subsequent amendments;
"Contract" means the entire document, whatever its name or form, of which these Provisions and Assurances, Certifications, and schedules are a part;
"Coordinating Board" means the Texas Higher Education Coordinating Board;
"Consultant" means one who gives expert or professional advice and includes speakers and presenters;
"Contractor" means the party or parties to this contract other than Coordinating Board;
"Contract Project" means the purpose intended to be achieved through the contract of which these Provisions and Assurances are a part;
"Project" means the same as "Contract";
"Grantee" means the same as "Contractor";
"Obligations" mean the amounts of orders placed, contracts and subprojects awarded, goods and services received, and similar transactions during a given period that shall require payment by the contractor during the same or a future period.
"Projector" means the same as "Coordinating Board";
"Proposal" means the same as "Application";
"Quote" means the same as "Application;" and
"Subprojects and Subcontracts" means contracts with third parties to carry out a portion of the project.

- B. This contract is executed by the Coordinating Board subject to the availability of funds appropriated by legislative act for the purposes stated. All amendments and/or extensions or subsequent contracts entered into for the same or continued purposes are executed contingent upon the availability of appropriated funds. Notwithstanding any other provision in this contract or any other document, this contract is void upon appropriated funds becoming unavailable. In addition, this contract may be terminated by the Coordinating Board at any time upon notice to Contractor. Expenditures and/or activities for which Contractor may claim reimbursement shall not be accrued or claimed subsequent to receipt of such notice from the Coordinating Board. This contract may be extended or otherwise amended only by formal written amendment properly executed by both the Coordinating Board and the Contractor. No other agreement, written or oral, purporting to alter or amend this contract shall be valid.

In the conduct of the contract project, Contractor shall be subject to Coordinating Board rules pertaining to this contract and the contract project and to the laws of the State of Texas governing this contract and the contract project. This contract constitutes the entire agreement between Coordinating Board and Contractor for the accomplishment of the contract project. This contract shall be interpreted according to the laws of the State of Texas except as may be otherwise provided for in this contract.

- C. **For local educational agencies (LEAs), regional education service centers (ESCs), and**

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institutions of higher education (IHEs): Contractor, to the extent permitted by law, shall hold Coordinating Board harmless from and shall indemnify Coordinating Board 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 Contractor, its agents, employees, and subcontractors, done in the conduct of the project.

For all other grantees, subgrantees, contractors, and subcontractors, including nonprofit organizations and for-profit businesses: Contractor shall hold Coordinating Board harmless from and shall indemnify Coordinating Board 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 Contractor, its agents, employees, and subcontractors, done in the conduct of the contract project.

- D. **For State Leadership Projects:** All encumbrances shall occur on or between the receiving of the Notice of Award and ending dates of the contract. All goods must be received and services rendered and subsequently liquidated (recorded as an expenditure or accounts payable) within the contract dates. In no manner shall encumbrances be considered or reflected as accounts payable or as expenditures. Obligations that are liquidated and recognized as expenditures must meet the allowable cost principles in OMB Circular A-87 and program rules, regulations, and guidelines contained elsewhere.

For Basic Grants: Encumbrances shall occur on or between the beginning and ending dates of the contract. However, Grantee may incur costs related to equipment and supplies between July 1 and September 1, immediately preceding the official date of commencement of this contract, provided that: (a) items are specifically identified in the budget; (2) the timing of the acquisition is crucial to the effective implementation of the program; and (3) the process is consistent with the normal fiscal cycle of the institution. All pre-award costs are incurred at the recipient's risk (i.e. Coordinating Board is under no obligation to reimburse these costs if for any reason the recipient does not receive an award or if the award is less than anticipated and inadequate to cover these costs). Contractor must liquidate (record as an expenditure) all obligations (encumbrances) incurred under the contract not later than 30 days after the end of the contract (or as specified in a program regulation, the standard application system rules, or a request for application) to coincide with the submission of the final expenditure report, due 45 days after the end of the contract. Obligations representing orders placed are reflected in the accounting records as encumbrances. In no manner shall encumbrances be considered or reflected as accounts payable or as expenditures. Obligations that are liquidated and recognized as expenditures must meet the allowable cost principles in OMB Circular A-87 and program rules, regulations, and guidelines contained elsewhere.

- E. Grantee shall establish, maintain, and utilize internal program procedures sufficient to provide for the appropriate and effective management of all activities relevant to this grant. Contractor shall maintain its records and accounts in a manner which shall assure a full accounting for all funds received and expended by Contractor in connection with the contract project. *These records and accounts shall be retained by Contractor and made available for programmatic or financial audit by Coordinating Board and by others authorized by law or regulation to make such an audit for a period of **not less than five years** from the date of completion of the contract project or the date of the receipt by Coordinating Board of Contractor's final claim for payment or final expenditure report in connection with this contract, whichever is later.* If an audit has been announced, the records shall be retained until such audit has been completed and all questions have been resolved.
- F. Grantee shall not assign or subcontract any of its rights or responsibilities under this contract, except as may be otherwise provided for in this application, without prior formal written amendment of this contract properly executed by both Coordinating Board and Grantee.
- G. If this contract is canceled, terminated, or suspended by Coordinating Board prior to its expiration

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date, the monetary value of services properly performed by Contractor pursuant to this contract shall be determined by Coordinating Board and paid to Contractor as soon as reasonably possible.

- H. If Coordinating Board determines that Coordinating Board is due a refund of money paid to Contractor pursuant to this contract, Contractor shall pay the money due to Coordinating Board within 30 days of Contractor's receipt of written notice that such money is due to Coordinating Board. If Contractor fails to make timely payment, Coordinating Board may obtain such money from Contractor by any means permitted by law, including but not limited to offset, counterclaim, cancellation, termination, suspension, total withholding, and/or disapproval of all or any subsequent applications for said funds.
- I. Contractor shall be subject to and shall abide by all federal laws, rules, and regulations pertaining to the contract project, including but not limited to:
- a. Americans With Disabilities Act, P. L. 101-336, 42 U.S.C. sec. 12101, and the regulations effectuating its provisions contained in 28 CFR Parts 35 and 36, 29 CFR Part 1630, and 47 CFR Parts 0 and 64;
 - b. Title VI of the Civil Rights Act of 1964, as amended (prohibition of discrimination by race, color, or national origin), and the regulations effectuating its provisions contained in 34 CFR Part 100; Title IX of the Education Amendments of 1972, as amended (prohibition of sex discrimination in educational institutions) and the regulations effectuating its provisions contained in 34 CFR Part 106, if Contractor is an educational institution;
 - c. Section 504 of the Rehabilitation Act of 1973, as amended (nondiscrimination on the basis of handicapping condition), and the regulations effectuating its provisions contained in 34 CFR Part 104;
 - d. the Age Discrimination Act of 1975, as amended (prohibition of discrimination on basis of age), and any regulations issued thereunder, including the provisions contained in 34 CFR Part 110;
 - e. the Family Educational Rights and Privacy Act of 1975, as amended, and any regulations issued thereunder, if Contractor is an educational institution;
 - f. Section 509 of H.R. 5233 as incorporated by reference in P. L. 99-500 and P. L. 99-591 (prohibition against the use of federal project funds to influence legislation pending before Congress);
 - g. the Drug Free Workplace Act [PL100-690 Title V, Subtitle D];and,
 - h. the Texas Worker's Compensation Act.

Grantee shall timely make and file with the proper authorities all forms, assurances, and reports required by federal laws and regulations.

Coordinating Board shall be responsible for reporting to the proper authorities any failure by Contractor to comply with the foregoing laws and regulations coming to Coordinating Board's attention, and may deny payment or recover payments made by Coordinating Board to Contractor in the event of Contractor's failure so to comply.

- J. Federal regulations which apply to federally funded applications:
- a. **. For Local Education Agencies (LEA's) and Education Service Centers (ESCs):** 34 CFR 74, 76, 77, 79, 80, 81, 82, 85, and 86, OMB Circulars A-87 (Cost Principles), and A-133 (Audits);

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- b. **For Institutions of Higher Education (IHEs):** 34 CFR 74, 76, 77, 79, 80, 81, 82, 85, and 86, OMB Circular A-21 or A-87 (Cost Principles), OMB Circular A-133 (Audits), and OMB Circular A-110 (Uniform Administrative Requirements);
 - c. **For Nonprofit Organizations:** 34 CFR 74, 76, 77, 79, 80, 81, 82, 85, and 86, OMB Circulars A-122 (Cost Principles) and A-133 (Audits), and OMB Circular A-110 (Uniform Administrative Requirements);
 - d. **For State Agencies:** 34 CFR 74, 76, 77, 79, 80, 81, 82, 85, and 86, OMB Circulars A-87 (Cost Principles) and A-133 (Audits), and OMB Circular A-110 (Uniform Administrative Requirements);
And
 - e. **For Commercial (for-profit) Organizations:** 48 CFR Part 31 (Contract Cost Principles and Procedures).
- K. If Contractor, in Coordinating Board's sole determination, fails or refuses for any reason to perform any of its obligations under this contract, Coordinating Board may impose such sanctions as it may deem appropriate. This includes but is not limited to the withholding of payments to Contractor until Contractor complies; the cancellation, termination, or suspension of this contract in whole or in part; and the seeking of other remedies as may be provided by this contract or by law. Any cancellation, termination, or suspension of this contract, if imposed, shall become effective at the close of business on the day of Contractor's receipt of written notice thereof from Coordinating Board.
- L. The application, furnished to Coordinating Board by grantee, is incorporated in this contract by reference for all necessary purposes. It is specifically provided, however, that the provisions of this contract shall prevail in all cases of conflict arising from the terms of Grantee's application whether such applications a written part of this contract or is attached as a separate document.
- M. The terms, conditions, and assurances, which are stated in the application are incorporated herein by reference for all purposes.
- N. Notwithstanding any other provision of this application, Grantee shall not use or pay any consultant in the conduct of this application if the services to be rendered by any such consultant can be provided by Grantee's employees. Grantee shall not enter into consulting contracts with employees of the Grantee or with employees of other entities who are fully supported by Perkins projects.
- Subgrants and subcontracts are authorized only where specifically negotiated in the project agreement and approved in the budget process.
- O. Unless otherwise provided by the terms of the project, when copyrightable material is developed in the course of or under the Carl Perkins project, the grantee is free to copyright the materials or permit others to do so. The grantee shall abide by the intellectual property policy of the recipient institution. If any copyrightable materials are developed in the course of or under the Carl Perkins project, the Coordinating Board and the U.S. Department of Education, shall have a royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use and to authorize others to use, the work for state or federal government purposes.
- P. The Chief Executive Office of the Applicant's Institution shall sign the Application unless delegation authority has been submitted and approved by the Coordinating Board.
- Q. For federally funded projects and for those personnel whose salaries are prorated between or among different funding sources, monthly time and effort records shall be maintained by Grantee that shall confirm the services provided within each funding source. Personnel activity reports shall be signed

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by the employee and shall reflect and after-the-fact distribution of the actual activity of each employee. Employees who work on a single federal award shall certify every six months that the employee worked solely on that program for the period covered by the certification. The certification shall be signed by the employee or supervisory official having first hand knowledge of the work performed by the employee.

- R. Travel within the contiguous 48 states of the United States shall be allowed. Amounts authorized for maximum recovery for travel and per diem costs against any state or federal funding source are restricted to those amounts, which are in accordance with the policies and procedures of the institution administering this project. If the institution administering this project does not have written policies and procedures in place, the amounts authorized for maximum recovery are restricted to those amounts, which are approved in the State of Texas Appropriation Act in effect for the particular funding period. Any amount over this limit must come from local funding sources.
- S. Contractor shall submit programmatic and fiscal expenditure reports in the time and manner requested by Coordinating Board as specified in Schedule 1.
- T. By signing the Application Cover Page, Contractor provides certifications required by federal regulation regarding lobbying; debarment, suspension, and other responsibility matters; and drug-free workplace requirements as shown in the Certifications section.
- U. Any alterations, additions, or deletions to the terms of this project which are required by changes in federal law or regulations shall be automatically incorporated into this project and shall become effective on the date designated by such law or regulation. [34 CFR 34 80.30 (d)]

The signing of the Application Cover Page by applicant indicates acceptance of all requirements described in this section.

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**TEXAS HIGHER EDUCATION COORDINATING BOARD
COMMUNITY AND TECHNICAL COLLEGES DIVISION
CARL D. PERKINS GRANTS
Program Year 2008-2009**

**CONTRACT PROVISIONS
SPECIAL PROVISIONS AND ASSURANCES**

The following Special Provisions and Assurances apply to all projects funded under the Public Law 105-332, Carl D. Perkins Vocational-Technical Education Act of 1998 (Perkins III).

The Applicant agrees to:

- A. Establish salaries as compared with those paid for similar work in other activities at the institution. If there are no comparable activities, the salaries shall be considered reasonable to the extent they are comparable to those paid for similar work in the labor market. The Grantee's Chief Executive Officer may be required to provide certification of comparable salaries.
- B. Maintain job descriptions for each position supported in part or in whole by this project.
- C. Restrict travel to that which is required for purposes of the project activity. All travel shall be specifically designated by place, date, duration, and method of travel and approved in the project budget.
- D. Expenditures for acquisition of equipment and inventoried items shall be reasonable and necessary for the purpose of conducting a properly designed project or activity under Perkins III. The utilization of such equipment and inventoried items shall be designated for technical programs and technical students. Technical programs and students shall have preemptive priority to the use of such equipment or inventoried item. Any other use of such equipment and inventoried items shall be incidental to the primary use and may not add to the cost or operation of the equipment or inventoried item supported by Perkins III.

Each budget detail under the Cost Category Schedule C shall indicate equipment to be purchased with the project funds. Items over \$5,000 per unit shall be individually identified and approved within the budget or the budget shall be amended before purchase.

Purchase orders for equipment and shall be issued by April 1.

- E. Consultant fees shall only be paid upon execution of a consultant contract and certification of rendering of service by appropriate Grantee personnel. Consultant fees include payments for professional services other than employees of the Grantee. This includes speakers or presenters as well as those advising the Grantee. Fees include reimbursement for materials, travel, and other costs associated with the service.
- F. Administrative costs shall be limited to 5% of the total amount of the project. The entire 5% may be charged to the project whether or not all the project funds are expended during the project period provided the project objectives are substantially achieved. Grantee may treat the Administrative Cost claimed as an indirect cost if it has a federally approved indirect cost rate, which exceeds 5%, or if it maintains calculations to demonstrate that related expenditures exceed the 5% limit.
- G. Amusement, social activities, and incidental entertainment costs such as alcoholic beverages, gratuities, door prizes, and gifts are not allowable expenditures under this project.
- H. Advertising is allowed only for recruitment or promotion of specific program information and where

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specified in the project application. Allowable items are normally advertisements through media, pamphlets, posters, etc. Unallowable items include memorabilia, gifts, and souvenirs such as caps, coffee cups, flashlights, key chains, pencils, pens, rulers, tee shirts, tote bags, etc.

All media announcements, public information, and final products generated with funds from this project shall acknowledge the support of the Texas Higher Education Coordinating Board under the auspices of the federal Carl D. Perkins Vocational and Technical Education Act of 1998.

- I. Registration fees may be charged for meetings, conferences, and other activities sponsored or funded by this project. A fee or assessment may be charged to pay for specific activities other than those that are to be charged to this project. The Coordinating Board and attendees should be informed of the purpose of the fee.
- J. A Grantee may generate program income in the operation of projects directly supported by federal funds administered by the Coordinating Board. In no case, however, may such income be generated from fees or charges to any person or institution that is intended to be a third-party beneficiary of such projects. The subrecipient should establish budget and accounting control for such program income that is separate from the project proper. This accounting shall demonstrate that the program income is being used to further the objectives of the related project. No formal report is required. However, a brief narrative shall be included with quarterly and final reports. The narrative shall declare the existence of program income, its source(s), the amount generated, and a brief description of the use or planned use of the funds.
- K. Advisory Committees are required for State Leadership Consortia and Tech-Prep Consortia projects. State Leadership Consortia Advisory Committees are required to demonstrate high levels of involvement by the chancellor or president of the participating institution(s) to provide the leadership and direction that is relevant for the state. Additional members may include employers, labor organizations, and student organizations. Tech-Prep Advisory Committees/Governing Boards should have a composition that reflects the requirements in Title II of Perkins III, Subchapter T of the Texas Education Code, and Chapter 9, Section 9.147 of the Coordinating Board rules to ensure representation of consortium membership.
- L. Ensure that none of the Perkins III funds received under this project shall be used to carry out activities that were funded under the School-to-Work Act of 1994, unless the programs funded under this project serve only those participants eligible to participate in programs under the Carl D. Perkins Vocational and Technical Education Act of 1998.
- M. Funding provided under this project shall supplement and not supplant non-federal funds expended to carry out the activities of the project.

The signing of the Application Cover Page by applicant indicates acceptance of all requirements described in this section.

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**TEXAS HIGHER EDUCATION COORDINATING BOARD
COMMUNITY AND TECHNICAL COLLEGES DIVISION
CARL D. PERKINS GRANTS
Program Year 2008-2009**

**CONTRACT PROVISIONS
SCHEDULE 2 – REVISION OF PROGRAM PLANS AND BUDGET**

Grantees are required to report deviations from program and program plans, and **request prior written approval for program and budget revisions**, in accordance with this section. Amendments shall be submitted electronically to skincaid@austincc.edu.

- A. Changes in the scope, objectives, or time lines of the project or program even if there is no associated budget revision. Programmatic revisions with no budget change shall be reported in writing or by email to the assigned Coordinating Board Project Advisor.
- B. **Budget amendments up to 10% of the aggregate of the grant amount (over the life of the project) do not require Coordinating Board approval.** This budgetary flexibility does not extend to budgetary categories that have not been approved and does not apply to specific approval requirements such as equipment over \$5,000 or travel outside the U.S. The budget amendment process shall not allow the institution to amend budgets beyond the 10% of the aggregate of the project.

Budget amendments greater than 10% of the aggregate of the grant amount shall require Coordinating Board approval and shall be submitted electronically using a CB100 form. Budget amendments shall include revised Cost Category Schedules with each submission and shall be accompanied by a narrative justification for the proposed revision. **Budget amendments are due no later than June 1.** After June 1, only amendments for emergencies or unforeseen events as certified by the grantee's fiscal officer, Perkins contact, and/or project Director shall be considered.

No budget amendments shall be accepted after June 1, 2009.
- C. No-cost extensions. Grantees shall request written approval to extend the expiration date of the project if additional time beyond the established termination date is required to assure adequate completion of the approved activity within the funds already made available. A single extension, which shall not exceed six (6) months, may be made for this purpose and shall be made no less than one (1) month prior to the originally established expiration date.
- D. Change of location of project.
- E. Change of fiscal agent.
- F. Changes in key personnel, i.e. Perkins contacts, fiscal officers, project staff, researchers, etc., shall be reported in writing to the Coordinating Board Project Advisor within 15 days of the change.
- G. Conflict of Interest. The grantee shall notify the Coordinating Board Project Advisor of any potential conflicts of interest that arise prior or during the project period due to relationships of the staff working on the project.
- H. The sub-award, transfer, or contracting out of any work under a project, unless described in the application and funded in the approved project. This provision does not apply to the purchase of supplies, material, equipment, or general support services.

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**TEXAS HIGHER EDUCATION COORDINATING BOARD
COMMUNITY AND TECHNICAL COLLEGES DIVISION
CARL D. PERKINS GRANT
Program Year 2008-2009**

**CONTRACT PROVISIONS
CERTIFICATIONS
CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

The certifications shall be treated as a material representation of fact upon which reliance shall be placed when the Coordinating Board determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a project or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

(a) 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 project, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal project or cooperative agreement;

(b) 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 project or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under projects and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

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(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE
(GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610 -

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the project be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the project, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Projects

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Policy and Oversight Staff, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office Building No. 3), Washington, DC 20202-4248. Notice shall include the identification number(s) of each affected project;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

**4. DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610. The individual shall sign and consent to the following statements.

- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the project; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any project activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Projects Policy and Oversight Staff, Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office Building No. 3), Washington, DC 20202-4248. Notice shall include the identification number(s) of each affected project.

The signing of the Application Cover Page by applicant indicates acceptance of all requirements described in this section.