

Capital Area College Tech Prep Consortium
2009-2010
Request for Application

REQUEST FOR APPLICATION
September 18, 2009

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 2009, and agree to participate in the CATEMA data collection system during the 2009-2010 school year.

The application is due to the Tech Prep Consortium Office by 4:00 p.m. on October 9, 2009.

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) 463-9511.

Although 34 ISD's in our Capital Area region are eligible to report Tech Prep students in PEIMS Code 3, only 25 of our regions 34 ISD's reported Tech Prep students in PEIMS Code 3 for the 2008-2009 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 2008 and the number of students completed in CATEMA for the 2008-2009 school year.**

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 2009-2010 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, 2010**. 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 Final PEIMS 2008-9 PEIMS Edit+ Career and Technology Education Reports PRF5D024 for the district 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 October 9, 2009**. **No late applications will be accepted. You may email, fax, hand deliver or mail your reports to:**

Capital Area College Tech Prep Consortium
Austin Community College
5930 Middle Fiskville Road, Ste 509.3
Austin, Texas 78752
Fax: 512-223-7207
Email: rfrancis@austincc.edu

After all applications are received, the budgeted funds will be distributed among the districts that have reported Tech Prep students in PEIMS Code 3. Funds will only be distributed to districts that graduate students with articulated credit. The amount of funds awarded to each district will be determined by the number of Tech Prep students reported in PEIMS Code 3 in Fall 2008 and the number of students completed in CATEMA in the 2008-2009 school year. Minimum awards district will be \$1,000.

Notice of Application Acceptance will be sent out no later than October 16, 2009.

Budgets will be due back to the Consortium by October 30, 2009.

Notice of Awards will be sent out no later than November 6, 2009.

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CAPITAL AREA COLLEGE TECH PREP CONSORTIUM

APPLICATION CHECKLIST
2009-2010 Request for Applications

September 18, 2009

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 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 2009-2010 school year, has entered Tech Prep students in PEIMS Code 3 in October 2009, 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+ Students by Career and Technology Indicator Code and Grade Report PRF5D024 for the District

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

For Capital Area College Tech Prep Consortium Office Use Only:

PEIMS PRF5D024 received		Articulation Agreement on File	
PEIMS PRF5C024 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 WorkSheet	
2009-2010	
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 Professional Development delivered by ISD)	
Substitute Teacher Reimbursements (For Teachers attending Tech Prep Prof. Dev. & meetings)	
Travel (To attend Tech Prep Conference and other Tech Prep related Professional 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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TEA Student Attendance Accounting Handbook Guidelines

Code Table ID	Name	Date Issued	Date Updated
C142	CAREER-AND-TECHNOLOGY-ED-IND-CD	3/3/93	07/01/08

Code	Translation
0	<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> <p>Not enrolled in a CTE course</p>
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>
2	<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> <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>

Appendix B. Contract Provisions and Assurances
Perkins Tech Prep Grant
Program Year 2009-2010

General Contract Provisions and Assurances

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

- A. Definitions: As used in these Provisions and Assurances,
- Contract means the entire document, and all of CB's attachments, appendices, schedules (including but not limited to the General Provisions and the Special Provisions), amendments and extensions of or to the Standard Contract;
- Agency or CB means the Texas Higher Education Coordinating Board;
- Contractor means the party or parties to this contract other than Agency; including its or their officers, directors, employees, agents, representatives, consultants and subcontractors, and subcontractors' officers, directors, employees, agents, representatives and consultants;
- Project Administrator means the person representing Agency or Contractor, as indicated by the contract, for the purposes of administering the contract project;
- Contract Project means the purpose intended to be achieved through the contract of which these Provisions and Assurances are a part;
- Applicant means the same as Contractor;
- Application means the entire package submitted by the Applicant including the schedules contained in the application and so indicated on the General Information page of the application package;
- 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; or extensions thereto;
- Works means all tangible or intangible material, products, ideas, documents or works of authorship prepared or created by Contractor for or on behalf of the CB at any time after the beginning date of the Contract (Works includes but is not limited to computer software, data, information, images, illustrations, designs, graphics, drawings, educational materials, assessment forms, testing materials, logos, trademarks, patentable materials, etc.); and, Intellectual Property Rights means the worldwide intangible legal rights or interests evidenced by or embodied in: (a) any idea, design, concept, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (b) any work of authorship, including any copyrights, moral rights or neighboring rights; (c) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (d) domain name registrations; and (e) any other similar rights. The Intellectual Property Rights of a party include all worldwide intangible legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.
- Grant means the same as Contract;
- Grantee means the same as Contractor;
- Grantor means the same as Agency.
- B. Contingency: This contract is executed by Agency 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 Agency at any time for any reason 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 Agency. This contract may be extended or otherwise amended only by formal written

amendment properly executed by both Agency and Contractor. No other agreement, written or oral, purporting to alter or amend this contract shall be valid.

- C. Contractor's Application: Furnished to Agency in response to a request for application, 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 Contractor's application whether such application is a written part of this contract or is attached as a separate document.
- D. Requirements, Terms, Conditions, and Assurances: Which are stated in the Request for Application, in response to which Applicant is submitting this application, are incorporated herein by reference for all purposes.
- E. Signature Authority: Applicant certifies that the person signing this application has been properly delegated this authority. The Contract represents the final and complete expression of the terms of agreement between the parties. The Contract supersedes any previous understandings or negotiations between the parties. Any representations, oral statements, promises or warranties that differ from the Contract shall have no force or effect. The Contract may be modified, amended or extended only by formal written amendment properly executed by both CB and Contractor.
- F. State of Texas Laws: In the conduct of the contract project, Contractor shall be subject to Texas State Board of Education and Commissioner 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 Agency 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.
- G. Monitoring: Desk reviews or on-site monitoring reviews may be conducted by Agency to determine compliance with the approved application and the applicable statute(s), law(s), regulations, and guidelines.
- H. Sanctions for Failure to Perform or for Noncompliance: If Contractor, in Agency's sole determination, fails or refuses for any reason to comply with or perform any of its obligations under this contract, Agency 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 Agency.
- I. Contract Cancellation, etc.: If this contract is canceled, terminated, or suspended by Agency prior to its expiration date, the reasonable monetary value of services properly performed by Contractor pursuant to this contract prior to such cancellation, termination or suspension shall be determined by Agency and paid to Contractor as soon as reasonably possible.
- J. Indemnification: For local educational agencies (LEAs), regional education service centers (ESCs), and institutions of higher education (IHEs) and state agencies: Contractor, to the extent permitted by law, shall hold Agency harmless from and shall indemnify 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 Contractor, its agents, employees, and subcontractors, done in the conduct of the contract project.

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

- K. Encumbrances/Obligations: For Discretionary Programs: All encumbrances shall occur on or between the beginning 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, A-21, or A-122 (as applicable) and program rules, regulations, and guidelines contained elsewhere.

- L. Financial Management and Accounting: Grantee assures it will maintain a financial management system that provides for accurate, current, and complete disclosure of the financial results of each grant project. The financial management system records will identify adequately the source and application of funds and will contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays (i.e., expenditures), income, and interest. Fiscal control and accounting procedures will permit the tracing of funds to a level of expenditure adequate to establish that funds have been used in accordance with the approved grant application. The applicant agrees to maintain effective control over and accountability for all funds, property, and other assets.

- M. Expenditure Reports: Contractor shall submit expenditure reports in the time and manner requested by Agency as specified in the Schedule 1- Reporting Requirements section. Unless otherwise specified, quarterly reports are due to CB within 15 days after the end of each reporting period. The final expenditure report is due within 30 days after the ending date of the grant. Revised expenditure reports, where the grantee is claiming additional expenditures beyond that originally requested, must be submitted within 60 days after the ending date of the grant.

- N. Refunds Due to CB: If Agency determines that Agency is due a refund of money paid to Contractor pursuant to this contract, Contractor shall pay the money due to Agency within 30 days of Contractor's receipt of written notice that such money is due to Agency. If Contractor fails to make timely payment, Agency 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.

- O. Records Retention: 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 Agency 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 Agency 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.

Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirements to cooperate is included in any subcontract it awards.

- P. Time and Effort Recordkeeping: For those personnel whose salaries are prorated between or among different funding sources, time and effort records will be maintained by Applicant that will confirm the services provided within each funding source. Applicant must adjust payroll records and expenditures based on this documentation. This requirement applies to all projects, regardless of funding source, unless otherwise specified. For federally funded projects, time and effort records must be in accordance with the requirements in the applicable OMB cost principles.
- Q. Forms, Assurances, and Reports: Contractor shall timely make and file with the proper authorities all forms, assurances and reports required by federal laws and regulations. Agency shall be responsible for reporting to the proper authorities any failure by Contractor to comply with the foregoing laws and regulations coming to Agency's attention, and may deny payment or recover payments made by Agency to Contractor in the event of Contractor's failure so to comply.
- R. Intellectual Property Ownership: Contractor agrees that all Works are, upon creation, works made for hire and the sole property of the Texas Education Agency (TEA). If the Works are, under applicable law, not considered works made for hire, Contractor hereby assigns to TEA all worldwide ownership of all rights, including the Intellectual Property Rights, in the Works, without the necessity of any further consideration, and TEA can obtain and hold in its own name all such rights to the Works. Contractor agrees to maintain written agreements with all officers, directors, employees, agents, representatives and subcontractors engaged by Contractor for the Contract Project, granting Contractor rights sufficient to support the performance and grant of rights to TEA by Contractor. Copies of such agreements shall be provided to TEA promptly upon request.

Contractor warrants that (i) it has the authority to grant the rights herein granted, (ii) it has not assigned or transferred any right, title, or interest to the Works or Intellectual Property Rights that would conflict with its obligations under the Contract, and Contractor will not enter into any such agreements, and (iii) the Works will be original and will not infringe any intellectual property rights of any other person or entity. These warranties will survive the termination of the Contract. If any preexisting rights are embodied in the Works, Contractor grants to CB and TEA the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license to (i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such preexisting rights and any derivative works thereof and (ii) authorize others to do any or all of the foregoing. Contractor agrees to notify CB on delivery of the Works if they include any such preexisting rights. On request, Contractor will provide CB with documentation indicating a third party's written approval for Contractor to use any preexisting rights that may be embodied or reflected in the Works.

For School Districts and Nonprofit Organizations: The foregoing Intellectual Property Ownership provisions apply to any school districts, nonprofit organizations, and their employees, agents, representatives, consultants and subcontractors. If a school district or nonprofit organization or any of its subcontractor(s) wish to obtain a license agreement to use, advertise, offer for sale, sell, distribute, publicly display, publicly perform or reproduce the Works, or make derivative works from the Works, then express written permission must first be obtained from the TEA Copyright Office.

For Education Service Centers (ESCs): The foregoing Intellectual Property Ownership provisions apply to an Education Service Center (ESC) and its employees, agents, representatives, consultants, and subcontractors. If an ESC or any of its subcontractor(s) wish to obtain a license agreement to use, advertise, offer for sale, sell, distribute, publicly display, publicly perform or reproduce the Works, or make derivative works from the Works, then express written permission must first be obtained from the TEA Copyright Office.

For Colleges and Universities: The foregoing Intellectual Property Ownership provisions apply to any colleges and universities and their employees, agents, representatives, consultants, and

subcontractors; provided, that for all Works and derivative works created or conceived by colleges or universities under the Contract, they are granted a non-exclusive, non-transferable, royalty-free license to use the Works for their own academic and educational purposes only. The license for academic and educational purposes specifically excludes advertising, offering for sale, selling, distributing, publicly displaying, publicly performing, or reproducing the Works, or making derivative works from the Works that are created or conceived under this Contract and colleges and universities and their employees, agents, representatives, consultants, and subcontractors are prohibited from engaging in these uses and activities with regard to the Works unless the prior express written permission of the TEA Copyright Office is obtained.

- S. **Unfair Business Practices:** Unfair Business Practices: By signing this Contract, Contractor, if other than a state agency, certifies that Contractor, within the preceding 12 months, has not been found guilty, in a judicial or state agency administrative proceeding, of unfair business practices. Contractor, if other than a state agency, also certifies that no officer of its company has, within the preceding 12 months, served as an officer in another company which has been found, in a judicial or state agency administrative proceeding, to be guilty of unfair business practices. Contractor, whether a state agency or not a state agency, certifies that no funds provided under this Contract shall be used to purchase supplies, equipment, or services from any companies found to be guilty of unfair business practices within 12 months from the determination of guilt.
- T. **Subcontracting:** Contractor 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 to this contract properly executed by both Agency and Contractor.
- U. **Use of Consultants:** Notwithstanding any other provision of this application, Applicant shall not use or pay any consultant in the conduct of this application if the services to be rendered by any such consultant can be provided by Applicant's employees.
- V. **Capital Outlay:** If Contractor purchases capital outlay (furniture and/or equipment) to accomplish the objective(s) of the project, title will remain with Contractor for the period of the contract. Agency reserves the right to transfer capital outlay items for contract noncompliance during the contract period or as needed after the ending date of the contract. This provision applies to any and all furniture and/or equipment regardless of unit price and how the item is classified in Contractor's accounting record.
- W. **Agency Property (terms):** In the event of loss, damage or destruction of any property owned by or loaned by Agency while in the custody or control of Contractor, its employees, agents, consultants or subcontractors, Contractor shall indemnify Agency and pay to Agency the full value of or the full cost of repair or replacement of such property, whichever is the greater, within 30 days of Contractor's receipt of written notice of Agency's determination of the amount due. This applies whether the property is developed or purchased by Contractor pursuant to this contract or is provided by Agency to Contractor for use in the contract project. If Contractor fails to make timely payment, Agency may obtain such money from Contractor by any means permitted by law, including but not limited to offset or counterclaim against any money otherwise due to Contractor by Agency.
- X. **Travel Costs:**
For State Agencies - 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 approved in the State of Texas General Appropriations Act in effect for the particular funding period.

For Non State Agencies – Amounts authorized for maximum recovery shall be subject to published federal regulation as indicated in paragraph CC.

- Y. Funds for Religious Worship, Instruction: No funds will be used to pay for religious worship, instruction, or proselytization, or for any equipment or supplies for such, or for any construction, remodeling, repair, operation, or maintenance of any facility or part of a facility to be used for religious worship, instruction, or proselytization (34 CFR 76.532 and P. L. 107-110, section 9505).
- Z. Disclosure of Gifts and Campaign Contributions: The grantee shall file disclosures of gifts and campaign contributions as required by State Board of Education Operating Rule 4.3, which is incorporated as if set out in full. The grantee has a continuing obligation to make disclosures through the term of the contract. Failure to comply with State Board of Education Operating Rule 4.3 is grounds for canceling the grant.
- AA. Submission of Audit Reports to CB: Grantees which are public school districts and open enrollment charter schools agree to submit the required annual audit report, including the reporting package required under OMB Circular A-133, if an audit is required to be conducted in accordance with OMB Circular A-133, in the time and manner requested by the CB.
- Grantees which are nonprofit organizations (other than charter schools) and universities/colleges that expend \$500,000 or more total in federal awards in any fiscal year and are thus required to conduct a Single Audit or program-specific audit in accordance with the requirements in OMB Circular A-133, agree to submit a copy of such audit to CB when the schedule of findings and questioned costs disclosed audit findings relating to any federal awards provided by CB. A copy of such audit shall also be submitted to the CB if the summary schedule of prior audit findings reported the status of any audit findings relating to any federal awards provided by the CB.
- A nonprofit organization or university/college grantee shall provide written notification to the CB that an audit was conducted in accordance with OMB Circular A-133 when the schedule of findings and questioned costs disclosed no audit findings related to any federal awards provided by CB or when the summary schedule of prior audit findings did not report on the status of any prior audit findings related to any federal awards provided by the CB. Nonprofit organizations (other than charter schools) and universities/colleges shall submit the audit report to the CB Division of Fiscal Services. Audit reports must be submitted to CB within 30 days of receipt of the report from the auditor. Failure to submit a copy of the audit to CB could result in a reduction of funds paid to the grantee, a refund to CB, termination of the grant, and/or ineligibility to receive additional grant awards from CB.
- BB. Federal Rules, Laws, and Regulations That Apply to all Federal Programs: 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:
1. 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;
 2. 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;
 3. Title IX of the Education Amendments of 1972, as amended (prohibition of sex

- discrimination in educational institutions) and the regulations effectuating its provisions contained in 34 CFR Part 106, if Contractor is an educational institution;
4. Section 504 of the Rehabilitation Act of 1973, as amended (nondiscrimination on the basis of handicapping condition), and the regulations effectuating its provisions contained in 34 CFR Part 104 and 105;
 5. 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;
 6. the Family Educational Rights and Privacy Act (FERPA) of 1975, as amended (ensures access to educational records for students and parents while protecting the privacy of such records), and any regulations issued thereunder, including Privacy Rights of Parents and Students (34 CFR Part 99), if Contractor is an educational institution (20 USC 1232g);
 7. Section 509 of H.R. 5233 as incorporated by reference in P. L. 99-500 and P. L. 99-591 (prohibition against the use of federal grant funds to influence legislation pending before Congress);
 8. Pro-Children Act of 2001, which states that no person shall permit smoking within any indoor facility owned or leased or contracted and utilized for the provision of routine or regular kindergarten, elementary, or secondary education or library services to children [P. L. 107-110, Section 4303(a)]. In addition, no person shall permit smoking within any indoor facility (or portion of such a facility) owned or leased or contracted and utilized for the provision of regular or routine health care or day care or early childhood development (Head Start) services [P. L. 107-110, Section 4303(b)(1)]. Any failure to comply with a prohibition in this Act shall be considered to be a violation of this Act and any person subject to such prohibition who commits such violation may be liable to the United States for a civil penalty, as determined by the Secretary of Education (P. L. 107-110, Section 4303(e)(1)).
 9. Fair Labor Standards Act (29 USC 207), Davis Bacon Act (40 USC 276(a), and Contract Work Hours and Safety Standards Act (40 USC 327 et seq.), as applicable, and their implementing regulations in 29 CFR 500-899, 29 CFR Parts 1,3,5, and 7, and 29 CFR Parts 5 and 1926, respectively.
 10. Buy America Act: Contractor certifies that it is in compliance with the Buy America Act in that each end product purchased under any federally funded supply contract exceeding \$2,500 is considered to have been substantially produced or manufactured in the United States. End products exempt from this requirement are those for which the cost would be unreasonable, products manufactured in the U. S. that are not of satisfactory quality, or products for which the agency head determines that domestic preference would be inconsistent with the public interest. Contractor also certifies that documentation will be maintained that documents compliance with this requirement (FAR 25.1-.2).
 11. P.L. 103-227, Title X, Miscellaneous Provisions of the GOALS 2000: Educate America Act; P.L. 103-382, Title XIV, General Provisions of the Elementary and Secondary Education Act, as amended; and General Education Provisions Act, as amended.

CC. Federal Regulations Applicable to All Federal Programs:

1. For Local Educational Agencies (LEAs): 28 CFR 35 Subparts A-E, 28 CFR 36 Subparts C & D, Appendix A, 29 CFR 1630, 34 CFR 75 or 76 as applicable, 77, 79, 80, 81, 82, 85, 99, 104, 47 CFR 0 and 64, and OMB Circulars A-87 (Cost Principles), A-133 (Audits), and A-102 (Uniform Administrative Requirements);
2. For Education Service Centers (ESCs): 28 CFR 35 Subparts A-E, 28 CFR 36 Subparts C & D, Appendix A, 29 CFR 1630, 34 CFR 75 or 76 as applicable, 77, 79, 80, 81, 82, 85, 99, 104, 47 CFR 0 and 64, and OMB Circulars A-87 (Cost Principles), A-133 (Audits), and A-102 (Uniform Administrative Requirements);
3. For Institutions of Higher Education (IHEs): 28 CFR 35 Subparts A-E, 28 CFR 36 Subparts C & D, Appendix A, 29 CFR 1630, 34 CFR 74, 77, 79, 81, 82, 85, 86, 99, 104, 47 CFR 0 and

64, and OMB Circulars A-21 (Cost Principles), A-133 (Audits), and A-110 (Uniform Administrative Requirements);

4. For Nonprofit Organizations: 28 CFR 35 Subparts A-E, 28 CFR 36 Subparts C & D, Appendix A, 29 CFR 1630, 34 CFR 74, 77, 79, 81, 82, 85, 99, 104, 47 CFR 0 and 64, and OMB Circulars A-122 (Cost Principles), A-133 (Audits), and A-110 (Uniform Administrative Requirements);
5. For State Agencies: 28 CFR 35 Subparts A-E, 28 CFR 36 Subparts C & D, Appendix A, 29 CFR 1630, 34 CFR 76, 80, 81, 82, 85, 99, 104, 47 CFR 0 and 64, OMB Circulars A-87 (Cost Principles), A-133 (Audits), and A-102 (Uniform Administrative Requirements); and
6. For Commercial (for-profit) Organizations: 29 CFR 1630 and 48 CFR Part 31.

DD. General Education Provisions Act (GEPA), as Amended, Applicable to All Federal Programs Funded or Administered Through or By the U. S. Department of Education:

1. Participation in Planning: Applicant will provide reasonable opportunities for the participation by teachers, parents, and other interested parties, organizations, and individuals in the planning for and operation of each program described in this application (20 USC 1232(e)).
2. Availability of Information: Any application, evaluation, periodic program plan, or report relating to each program described in this application will be made readily available to parents and other members of the general public (20 USC 1232(e)).
3. Sharing of Information: Contractor certifies that it has adopted effective procedures for acquiring and disseminating to teachers and administrators participating in each program described in this application significant information from educational research, demonstrations, and similar projects, and for adopting, where appropriate, promising educational practices developed through such projects (20 USC 1232(e)).
4. Prohibition of Funds for Busing: The applicant certifies that no federal funds (except for funds appropriated specifically for this purpose) will be used for the transportation of students or teachers (or for the purchase of equipment for such transportation) in order to overcome racial imbalance in any school or school system, or for the transportation of students or teachers (or for the purchase of equipment for such transportation) in order to carry out a plan of racial desegregation of any school or school system (20 USC 1228).
5. Direct Financial Benefit: Contractor certifies that funds expended under any federal program will not be used to acquire equipment (including computer software) in any instance in which such acquisition results in a direct financial benefit to any organization representing the interests of the purchasing entity or its employees or any affiliate of such an organization [20 USC 1232(b)(8)].

EE. Payment for service(s) described in this Contract is contingent upon satisfactory completion of the service(s). Satisfaction will be determined by CB's Project Administrator, in his sole discretion but in accordance with reasonable standards and upon advice of his superiors, if necessary.

FF. Family Code Applicability: By signing this Contract, Contractor, if other than a state agency, certifies that under Section 231.006, Family Code, that Contractor is not ineligible to receive payment under this Contract and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate. CB reserves the right to terminate this Contract if Contractor is found to be ineligible to receive payment. If Contractor is found to be ineligible to receive payment and the Contract is terminated, Contractor is liable to the CB for attorney's fees, the costs necessary to complete the Contract, including the cost of advertising and awarding a second contract, and any other damages or relief provided by law or equity.

- GG. Interpretation: In the case of conflicts arising in the interpretation of wording and/or meaning of various sections, parts, General Provisions, Special Provisions, Exhibits, and Attachments or other documents, the CB Contract and its General Provisions, Appendices and Special Provisions shall take precedence over all other documents which are a part of this contract.
- HH. Registered Lobbyists: No state or federal funds transferred to a contractor/grantee may be used to hire a registered lobbyist.

Special Contract Provisions and Assurances

The following Special Provisions and Assurances apply to all projects funded under Public Law 109-270, the "Carl D. Perkins Career and Technical Education Improvement Act of 2006" (Perkins IV).

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 out-of-state travel shall be specifically identified by purpose, location, date, and anticipated cost, and approved in the project budget, including travel by sub-grant recipients.
- 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 IV. 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 items. Any other use of such equipment and inventoried items shall be incidental to the primary use and may not add to the cost, wear and tear, or operation of the equipment or inventoried item supported by Perkins IV.

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

Inventoried items, tangible property with a useful life of over one year that has an initial acquisition price under \$5,000 per unit and is inventoried, will be identified under the Cost Category F: Miscellaneous.

- E. Consultant fees shall only be paid upon execution of a detailed consultant contract and certification of rendering of a specific service by appropriate Grantee personnel. Consultant fees include payments for specified and detailed professional services that cannot be performed by employees of the Grantee and partnering institutions. This includes speakers or presenters as well as those advising the Grantee. Fees may include reimbursement for materials, travel, and other actual costs associated with the service.
- F. Administrative Expenditures shall be limited to 5% of the total amount of the project's budget. Contractor shall maintain records and justification for all expenditures reported to the Coordinating Board. Prior to the contract ending date, the entire 5% may be charged to the project whether or not all project funds are expended during the project period, provided the project objectives are substantially achieved. If approved budget identifies a Direct Charge allocation, Grantee shall maintain time and effort records, as specified in the General Contract Provisions and Assurances, Section VII. Grantee may include Administrative Costs as an Indirect Charge allocation only 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% limitation. If the administration method is Indirect or Allocation, the administrative cost must not exceed 5% of

the expenditures submitted for reimbursement. The Direct method is for actual administrative expenditures submitted for reimbursement.

- G. Amusement, social activities, and incidental entertainment costs such as alcoholic beverages, gratuities, door prizes, and gifts are not allowable expenditures under this project. Meals are allowable only when business is being conducted during the meal and a reasonable argument can be made for such expenditure.

Contractor understands that acceptance of state funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to audit or investigate the expenditure of state funds under this contract. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit state funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.

- H. Advertising is allowed only for recruitment or promotion of specific program information and where 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 Career and Technical Education Act of 2006

- I. Registration fees may be charged for meetings, conferences, and other activities sponsored or funded by the 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 shall 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 sub-recipient 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. No funds received under Perkins IV may be used to provide career and technical education programs to students prior to the seventh grade, except that equipment and facilities purchased with funds under Perkins IV may be used by such students.
- L. Advisory Committees are required for Tech Prep consortia projects.

Tech Prep Advisory Committee/Governing Boards should have a composition that reflects the requirements in Texas Education Code, Chapter 61, Subchapter T.

- M. Funding provided under this project shall supplement and not supplant non-federal funds expended to carry out the activities of the project.**

Contract Provisions and Assurances for Schedule 1 – Reporting Requirements

- A. Quarterly Progress and Final Evaluation Reports for Tech Prep Grants
Tech Prep projects must submit quarterly progress reports on project activities. Beginning in program year 2009-2010, each quarterly report will also require an update on progress toward successful completion of the activities and strategies developed in the Evaluation Plan. Quarterly progress reports are to be submitted electronically at <http://www.theccb.state.tx.us/OS/Grants/Perkins/>.

Quarterly Reports are cumulative and inclusive. The fourth quarter report becomes the final report. Quarterly Reports are due 15 days after the end of each quarter, as follows:

<u>Quarter</u>	<u>Quarter Ending</u>	<u>Report Due Date</u>
First	November 30, 2009	December 15, 2009
Second	February 28, 2010	March 15, 2010
Third	May 31, 2010	June 15, 2010
Fourth	August 31, 2010	September 15, 2010 (final report)

If the due date falls on a holiday or weekend, the report shall be due on the next business day.

Failure to submit quarterly progress reports in a timely manner will result in holding of fiscal reimbursements and will affect consideration for grant continuation in additional years. Continued failure to submit quarterly reports and reimbursement requests and failure to meet agreed upon targets can result in the grant being terminated for non-performance.

- B. Expenditure Reports for Tech Prep Grants
Expenditure Reports shall be submitted electronically on form CB 100 any time during the project period but shall be submitted at least quarterly.

The Grantee's chief financial officer or chief executive officer shall submit all on-line expenditure reports, unless the chief executive officer designates an appropriate alternate to the chief financial officer, to the Coordinating Board, Perkins Grants Administration, Fiscal Services. A copy of the filed report shall be submitted to the designated Perkins contact for the college.

Quarterly Expenditure Reports are due 15 days after the end of each quarter, as follows:

<u>Quarter</u>	<u>Quarter Ending</u>	<u>Report Due Date</u>
First	November 30, 2009	December 15, 2009
Second	February 28, 2010	March 15, 2010
Third	May 31, 2010	June 15, 2010
Fourth	August 31, 2010	September 30, 2010 (final report)

If the due date falls on a holiday or weekend, the report shall be due on the next business day.

Expenditure reports will be processed for reimbursement only after quarterly programmatic reports electronically submitted and approved.

The Final Expenditure Report shall be submitted to the Coordinating Board by September 30 and shall include actual expenditures for the contract period. **The Coordinating Board shall not be liable for any expenditure submitted after October 15, 2010.**

C. Project Number

Grantees shall place their assigned Project Number in a prominent place on all correspondence, reports, amendments, and products dealing with the project.

Contracts Provision and Assurances for Schedule 2 – Revisions of Program Plans and Budget

Projects are required to report deviations from program and program plans, and **request prior approval for program and budget revisions**, in accordance with this section. Amendments must be submitted electronically. The website to locate the amendments is:

<http://www.thecb.state.tx.us/OS/Grants/Perkins/>.

- A. Grantee shall notify the Coordinating Board within 15 days of the change as follows:
1. Changes in scope, objectives or time lines of the project or program events, even if there is no associated budget revision. These changes shall be submitted electronically through an amendment to the project
 2. 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.
 3. Any changes in sub-award, transfer, or contracting out of any work under a project, unless described in the application and approved. This provision does not apply to the purchase of supplies, material, or general support services. All travel, equipment, and inventoried items purchased by subgrantees must meet the same requirements and approvals as those items purchased by the grantee.
- B. Grantee shall report amendments electronically, through the Perkins Grants website, using the approved Financial Identification Number (FIN) as follows:
1. Applications
 2. Budget revisions
 3. Change in location of project;
 4. Change of fiscal agent;
 5. Change in key personnel, i.e. Perkins contacts, fiscal officers, project directors, researchers, etc.
- C. Cumulative Expenditures, between Cost Categories, may exceed the category budgets up to 10% of the total project amount (over the life of the project), and do not require Coordinating Board approval or budget amendment. Total Cumulative Expenditures shall not be greater than Total Budget. This budgetary flexibility does not extend to non-budgeted categories and does not apply to specific approval requirements in capital outlay/equipment.

Cumulative Expenditures, between Cost Categories, which exceed category budgets greater than 10% of the total project amount, require Grantee to submit a budget amendment to the Coordinating Board electronically, through the Perkins Grants website. Total Cumulative Expenditures shall not be greater than Total Budget. 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 not accepted after July 1, 2010.**

Cumulative expenditures are only allowed in the cost category they were budgeted and may not be transferred to another category.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions (Required for all grants regardless of the dollar amount.)

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.11.

A. **Definitions:** As used in these Provisions and Assurances

Covered Transaction—A transaction under Federal non-procurement programs, which can be either a primary covered transaction or a lower tier covered transaction.

Lower Tier Covered Transaction—(1) Any transaction between a participant and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; (2) Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold of \$25,000; (3) Any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount.

Participant—Any person who submits a proposal for, enters into, or reasonably may be expected to enter into a covered transaction, including an agent or representative of another participant.

Principal—An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or a consultant or other person, whether or not employed by the participant or paid with Federal funds, who (1) is in a position to handle Federal funds; (2) is in a position to influence or control the use of those funds; or (3) occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Excluded Parties List System (EPLS)—The list maintained and disseminated by the General Services Administration (GSA) containing names and other information about persons who are ineligible.

Debarment—Action taken by a debarring official (Federal agency) to exclude a person (recipient) from participating in covered transactions.

Suspension—An action taken that immediately prohibits a person from participating in covered transactions for a temporary period, pending completion of an agency investigation and any judicial or administrative proceedings that may ensue.

Ineligible—generally refers to a person who is either excluded or disqualified.

Person—Any individual, corporation, partnership, association, unit of government or legal entity, however organized, except: foreign governments or foreign governmental entities, public international organizations, foreign government owned (in whole or in part) or controlled entities, and entities consisting wholly or partially of foreign governments or foreign governmental entities.

Proposal—A solicited or unsolicited bid, application, request, invitation to consider or similar communication by or on behalf of a person seeking to participate or to receive a benefit, directly or indirectly, in or under a covered transaction.

Voluntarily Excluded—A status of nonparticipation or limited participation in covered transactions assumed by a person pursuant to the terms of a settlement.

- B. By signing the Cover Application Page and submitting this application, the prospective lower tier participant is providing the certification set out below.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

- D. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- F. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- G. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non-Procurement List.
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

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

ED 80-0014, 9/90 (Replaces GCS-009 (REV.12/88), which is obsolete)
68 FR 66544, 66611, 66612, 66613, 66614, November 26, 2003

Lobbying Certificates

Submission of this certification covers all federal programs in this application, is required by the U. S. Department of Education and Section 1352, Title 31, of the United States Code, and is a prerequisite for making or entering into a subgrant or subcontract over \$100,000 with any organization. (Read instructions for this schedule for further information.)

The applicant certifies by signature on Schedule #1—General Information, to the best of his or her knowledge and belief, 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 grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form "Disclosure of Lobbying Activities."
- C. The applicant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

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

By signing the Application Cover Page applicant indicates acceptance of all requirements described in this section.
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**Appendix C. Evaluation Plan Template
Perkins Tech Prep Grant
Program Year 2009-2010**

For the 2009-2010 application, the evaluation plan format has changed as displayed in the template below. Following this template are Coordinating Board required evaluation plan goals and associated measures/data for Tech Prep Grants.

Goals:

Goal Number: <input type="text" value="09"/>	Goal: <i>Beyond the required goals that follow, additional goals may be added that are appropriate to demonstrating the success of the strategic plan.</i>
Measure/Indicator of Success: <i>(optional)</i>	<i>Describe the measures or indicators of success as appropriate for each goal.</i>
Data/Source for Measure/Indicator: <i>(optional)</i>	<i>Identify the source of data, any standards of measurement, and/or actual data to be used for measuring success.</i>
Additional Information: <i>(optional)</i>	<i>Use this section for describing additional methods of measurement, negotiated standards, and/or any other data to be used.</i>

Activities/Strategies:

Activity/Strategy Number: <input type="text" value="09.1"/>	
Activities/Strategies you will use to reach this goal:	<i>Detail activities and strategies that will be employed to address each goal. Proposed supporting activities shall be presented within a realistic time frame, utilizing the most cost-effective use of resources. Comments on the progress of each activity/strategy identified will be required in quarterly reports during the grant year.</i>
Timeline Planned to accomplish Activities/Strategies:	<i>If possible, break activities down into achievable timelines (e.g. months, quarters) within the grant year.</i>