

STATE OF TEXAS

§

§

KNOW ALL PERSONS BY THESE

COUNTY OF FORT BEND

§

PRESENTS:

**AMERICAN RESCUE PLAN ACT, CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS, SUBRECIPIENT AGREEMENT BETWEEN FORT BEND COUNTY**

**AND**

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

**ALTERNATIVE TEACHER CERTIFICATION PROGRAM**

This **ARPA SUBRECIPIENT AGREEMENT** (this "Agreement") is made and entered into by and between **FORT BEND COUNTY, TEXAS**, (the "Recipient" or "County") a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court, and **LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**, ("Subrecipient" or "LCISD") a K-12 public education system. Subrecipient and the County may be referred to individually as a "Party" or collectively as the "Parties."

**BACKGROUND**

The Coronavirus State and Local Fiscal Recovery Funds (SLFRF), established by the American Rescue Plan Act (ARPA), provides \$350 billion in aid to state, local, tribal, and territorial governments to be used for economic relief in response to the COVID-19 pandemic for "assistance to households, small businesses, and non-profits, or aid to impacted industries such as tourism, travel and hospitality." The funds are necessary to engage in eligible activities that respond to the public health and negative economic impacts of the COVID-19 pandemic, make other eligible investments, and generally foster future community resilience.

**RECITALS**

WHEREAS, Fort Bend County, having received an allocation from the U.S. Department of the Treasury for the total award amount of \$157 million from the Coronavirus State and Local Fiscal Recovery Funds (SLFRF), pursuant to Subtitle M of Title IX of the American Rescue Plan Act of 2021 (ARPA).

WHEREAS, the Fort Bend County Commissioner's Court allocated \$175,000 of the SLFRF funds to the Alternative Teacher Certification Program (ATCP), established by Fort Bend County. A subaward shall be granted to the Lamar Consolidated Independent School District (LCISD) in the amount of \$59,070 in accordance with the terms and conditions of this Grant Agreement. The County, acting as a pass-through entity, has authorized the transfer of funds for the purpose of administering the ATCP in alignment with SLFRF and federal guidance.

WHEREAS, LCISD has been appropriately determined to be a Subrecipient pursuant to the provisions of 2 CFR Part 200.331 -- Subrecipient and Contractor Determinations. The ATCP shall be hosted and operated in part by Houston Community College. As the Subrecipient, LCISD assumes and accepts sole responsibility for any and all requirements and liabilities, including management of the subaward allocation.

WHEREAS, LCISD shall allocate funds, in the amount of \$5,370 via check to each Teacher Candidate (TC) participating in the ATCP. The TCs have been determined to be Beneficiaries of the subaward and will complete an **Assignment of Benefit Form** with LCISD. The Subrecipient upholds the responsibility of ensuring the subaward is used only for allowable costs incurred during the period of performance that begins **August 2024** and ends **December 31, 2026**.

WHEREAS, each party to this Agreement shall comply with all federal, state, and local laws, statutes,



ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement. In administering the ATP, the Subrecipient shall use SLFRF funds only for eligible ATP program costs and in accordance with the Final Rule, Compliance and Reporting Guidance. Use of SLFRF funds for administrative costs related to the project will be governed by applicable regulations.

WHEREAS, a **Memorandum of Understanding (MOU)** shall be established between Houston Community College (HCC), Fort Bend County, and Lamar Consolidated Independent School District to describe the relationship, purpose of the program, program costs, and eligibility for SLFRF and federal guidelines. In collaboration with HCC, LCISD shall develop courses and program guidelines to prepare the students for certification in elementary and/or secondary education. The LCISD shall identify Campus Mentors (CM) to operate the program and support the TCs participating in the ATP.

NOW THEREFORE, in consideration of the premises and the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Recipient and the Subrecipient agree as follows:

## **AGREEMENT**

### **I. SCOPE OF SERVICES**

A. The ATP will provide aspiring educators with a quality education that equips program participants with the skills, competencies, knowledge, and cultural responsiveness necessary to provide effective student-centered classroom instruction to the twenty-first-century learner. The Subrecipient shall demonstrate successful program outcomes for the TCs and ensure that the ARPA funds are used only as allowed by 31 CFR Part 35.

B. Subrecipient understands and acknowledges that this Agreement is funded with federal funds. Subrecipient represents and warrants that it is and will remain in compliance with all applicable provisions, including Exhibit "B" attached hereto and incorporated herein for all purposes.

### **II. INDEPENDENT CONTRACTOR**

Each party under the Agreement shall be for all purposes an Independent Contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. The Subrecipient shall not be, or be deemed to be, or act or purport to act, as an employee, agent, or representative of the County for any purpose.

### **III. TERM AND TERMINATION**

This Agreement is made effective upon execution by County through December 31, 2026, and shall remain in effect unless terminated early in accordance with the terms of this Agreement. Provided that the records retention, audit, and reporting requirements set forth in the SLFRF Guidance and contained in this Agreement shall survive termination, this Agreement shall remain in effect until the final amounts of the subaward have been expended or the Agreement is terminated and all reports and records due have been received by the County.

### **IV. NOTICES**

- A. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail



(in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

- B. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Attention: \_\_\_\_\_

Address: \_\_\_\_\_

FORT BEND COUNTY

Attention: County Judge

401 Jackson Street, Richmond, Texas 77469

FORT BEND COUNTY (COPY TO)

Attention: County Auditor

301 Jackson Street, Suite 701, Richmond, Texas 77469

- C. Notice is effective only if the party giving or making the Notice has complied with subsections IV(A) and IV(B) and if the addressee has received the Notice. A Notice is deemed received as follows:

1. If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

#### **V. VENUE AND GOVERNING LAW**

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere.

#### **VI. NO WAIVER OF IMMUNITIES**

Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States. NOTHING HEREIN IS INTENDED TO SERVE AS A WAIVER OF SOVEREIGN IMMUNITY WHERE SOVEREIGN IMMUNITY APPLIES.

#### **VII. NO WAIVER**

The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions, nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived, and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute consent to, waiver of or excuse for any other, different or subsequent breach.



## **VIII. INDEMNITY**

**SUBRECIPIENT SHALL HOLD HARMLESS, INDEMNIFY AND DEFEND COUNTY AGAINST ANY AND ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, CHARGES AND JUDGMENTS, AND OTHER EXPENSES WHATSOEVER, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF SUBRECIPIENT, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF SUBRECIPIENT OR ANY OF SUBRECIPIENT'S AGENTS, SERVANTS OR EMPLOYEES. THE SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.**

## **IX. CONFLICT OF INTEREST**

By executing this Agreement, the Subrecipient warrants compliance with all applicable federal, state and local conflict of interest regulations and requirements. The Subrecipient shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, subaward, and administration of contracts.

## **X. DUPLICATION OF BENEFITS**

Payments for the Eligible Activities to be performed under this Agreement shall not duplicate payments for any work performed or to be performed under any other agreements made between the Subrecipient and any funding source, including the County. Further, the Subrecipient shall not carry out any of the Eligible Activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155) and other federal guidelines. If the Subrecipient receives duplicate benefits from another source, the Subrecipient must return the subaward provided by the County.

## **XI. RETURN OF FUNDS**

The Subrecipient shall immediately reimburse the County the entire amount of any portion of the Funds transferred to Subrecipient that were used for a purpose that is inconsistent with eligible SLFRF expenditures and Uniform Guidance. The Subrecipient explicitly understands that no portion of this Award is being funded under the eligibility for Provision of Government Services and as such, all activities are subject to specific eligibility requirements as detailed within the Final Rule and other applicable program guidance. Further, any funds that were terminated prior to completion, or unexpended by the period of performance, shall be returned to the County. The Subrecipient must ensure the Teacher Candidates provide justification for all expenses incurred for program operations, and any unspent funds are returned.

## **XII. INCORPORATION OF EXHIBITS/CONFLICT**

All of the exhibits referred to in this Agreement are incorporated by reference as if set forth verbatim herein. In the event there is a conflict between this Agreement and the attached exhibit, this Agreement controls.

## **XIII. SUBRECIPIENT MONITORING AND REPORTING REQUIREMENTS**

### **A. MONITORING:**

The County shall monitor the performance of the Subrecipient in accordance with the goals and performance standards in the Final Rule and as stated and required herein. The Subrecipient will be required to complete a Risk Assessment Questionnaire to assess the level of risk and effectively determine the frequency and detail of



monitoring required. Results of the Risk Assessment shall be summarized in written reports. As part of monitoring, the Subrecipient may be required to provide documentation, including but not limited to financial statements, audit reports and budgets, and may be required to participate in interviews related to program expenditures, outputs, and outcomes. The Subrecipient shall respond to any requests for information necessary for monitoring in a timely manner.

#### **B. REPORTING:**

The Subrecipient shall fully cooperate with the County to ensure the County can timely meet any and all reporting requirements with respect to the SLFRF Funds. The Subrecipient will be responsible for providing the County with the programmatic data as outlined in Exhibit A. Such data will be presented by the Subrecipient in a format generated and acceptable to the County. Reports shall be submitted to the County on a frequency basis as determined by the County, in alignment with SLFRF Reporting Requirements. Reports serve as official documentation that the stated Eligible Activities have been performed.

#### **C. CLOSEOUT**

The Subrecipient's obligation to the County shall not end until all close-out requirements are completed. The County shall determine whether all applicable administrative actions and all required work under the project description have been completed by the Subrecipient at the end of the period of performance. Activities during this close-out period shall include, but not be limited to, making final payments, disposing of program assets (including the return of all unspent cash advances, program income balances, and receivable accounts to the County), determining the custodianship of records, and any other items defined and requested by the County. If the Subrecipient fails to complete the requirements of this subaward, the federal awarding agency or the County will close out the award with the information available (2 CFR Part 200.344).

### **XIV. SUBAWARD STIPULATIONS**

#### **PROGRAM ELIGIBILITY:**

The Subrecipient shall maintain all documentation related to determining eligibility when allocating SLFRF funding under this subaward, as outlined in Exhibit A. Such information shall be made available to the County for review upon request to comply with monitoring and/or audit requirements.

#### **AUDIT:**

The Subrecipient agrees to adhere to the compliance requirements applicable to the SLFRF Funds, including the audit requirements set forth in the Uniform Guidance (2 CFR Part 200). The Subrecipient shall allow any duly authorized representative of the County to inspect and audit, at reasonable times, any/all records and documentation of the Subrecipient relating to this subaward. Failure of the Subrecipient to comply with the audit requirements will constitute a violation of this Agreement.

#### **NONCOMPLIANCE:**

Failure to report program information or insufficient or unsatisfactory performance as reasonably determined by the County, in its discretion, will constitute non-compliance with this Agreement. If action to correct such insufficient or unsatisfactory performance during monitoring or reporting is not taken by the Subrecipient within Sixty (60) days from receipt of written notification, the County may take remedial action, including but not limited to the initiation of contract suspension and/or termination procedures in a manner consistent with the applicable SLFRF Guidance. Where such report indicates non-compliance, whether by Subrecipient or Beneficiary, the Subrecipient shall provide a written response detailing actions to correct the area of non-



compliance.

#### **FALSE STATEMENTS:**

The Subrecipient warrants that any and all documents, reports and other data submitted to the County in connection with its funding application, reporting, monitoring and/or closeout of SLFRF Funds are true and accurate to the best of its knowledge. In the event that any submitted documents are unsigned, the Subrecipient warrants by execution of this Agreement that they are true and accurate copies of final, signed, executed and/or filed documents. Should the Subrecipient become aware of any erroneous submission or of any material change to any submission, the Subrecipient will immediately submit a revision to the County.

#### **RECORDS RETENTION:**

The Subrecipient shall maintain and retain complete and accurate records, documents, accounts, and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement for a period of **five (5) years** following the completion of the ATCP or grant award termination. Therefore, documents shall be retained until **December 31, 2031**. Records shall be maintained in accordance with Generally Accepted Accounting Principles.

#### **CONFIDENTIALITY:**

The Subrecipient acknowledges and agrees that all records, information, and data acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of this Agreement or as required by Law. Consistent with these obligations, The Subrecipient must comply with 2 CFR Part 200.303(e) and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 CFR Part 200.82, and other information designated as sensitive or the Subrecipient considers sensitive consistent with applicable Law regarding privacy and obligations of confidentiality.

#### **XV. CAPTIONS**

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

#### **XVI. SEVERABILITY**

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

#### **XVII. CERTAIN STATE LAW REQUIREMENTS FOR CONTRACTS:**

The contents of this Section are required by Texas Law and are included by County regardless of content.

##### **A. Certification that Subrecipient is not on Comptroller's Listed Companies**

Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, Subrecipient verifies that Subrecipient is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or 2270.0201 of the Texas Government Code.

**B. Agreement to Not Boycott Israel under Chapter 2271 Texas Government Code**

If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Subrecipient does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in section 808.001 of the Texas Government Code

**C. Agreement to Not Boycott Energy Companies**

If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Subrecipient does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott Energy Company" has the meaning provided in section 809.001 of the Texas Government Code.

**D. Agreement to Not Discriminate Against a Firearm Entity or Trade Association**

If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Subrecipient does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in section 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code.

**XVIII. HUMAN TRAFFICKING**

BY ACCEPTANCE OF CONTRACT, SUBRECIPIENT ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

**XIX. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between County and Subrecipient for the use of funds received under this Agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between County and Subrecipient with respect to this Agreement.

**XX. EXECUTION**

This Agreement shall become effective upon execution by County.

**{Remainder of Page Intentionally Left Blank}  
{Execution Page Follows}**



IN WITNESS WHEREOF, the Parties have executed this Agreement in multiple counterparts, each of which shall be deemed to be an original.

**FORT BEND COUNTY**

By: \_\_\_\_\_  
KP George, County Judge

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Laura Richard, County Clerk

**LAMAR CONSOLIDATED INDEPENDENT  
SCHOOL DISTRICT**

\_\_\_\_\_  
Signature – Authorized Agent

Roosevelt Nivens  
Printed Name – Authorized Agent

Superintendent  
Title

September 9, 2024  
Date

**AUDITOR'S CERTIFICATE**

I hereby certify that funds are available in the amount of \$ \_\_\_\_\_ to accomplish and pay the obligation of Fort Bend County under this contract.

\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor

Exhibit A: Program Information Form

Exhibit B: Federal Clauses

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# **EXHIBIT A**

(Follows Behind)

**LAMAR CONSOLIDATED  
INDEPENDENT SCHOOL DISTRICT  
ALTERNATIVE TEACHER CERTIFICATION PROGRAM**

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**PROJECT INFORMATION**

<b>Expenditure Category</b> 2.10: Negative Economic Impacts – Assistance to Unemployed or Underemployed Workers (job training, subsidized employment, employment supports or incentives.)	<b>Project Identification Number</b> ARPA-PA4
<b>Impacted Population</b> Other households or populations that experienced a negative economic impact of the pandemic other than those listed above (LCISD employees)	<b>Disproportionately Impacted Population</b> Assistance to Households- Services to address educational disparities, Title I eligible schools
<b>Period of Performance</b> August 2024 to December 31, 2026	<b>Project Budget</b> \$\$\$\$\$

**Total Program Allocation**

The Alternative Teacher Certification Program (ATCP) was established to provide subawards to three subrecipients:

1. Fort Bend Independent School District; receiving \$80,550 to support 15 students.
2. Lamar Consolidated Independent School District; receiving \$59,070 to support 11 students.
3. Stafford Municipal School District; receiving \$59,070 to support 11 students.

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**PROJECT OVERVIEW**

**Negative Economic Impact Justification**

Fort Bend County is committed to addressing impacted communities that experienced exacerbated negative economic impacts due to the COVID-19 pandemic. As the population of the County continues to increase, innovative solutions are strategically identified to promote equity and align funding resources with local needs. ARPA funds are being allocated to the Alternative Teacher Certification Program (ATCP) to respond to the negative economic impacts experienced by school districts across Fort Bend County. According to the Final Rule, for services to address educational disparities, Treasury will recognize Title I eligible



PROGRAM INFORMATION FORM  
Alternative Teacher Certification Program  
LCISD

schools as disproportionately impacted and responsive services that support the school generally or support the whole school as eligible.<sup>1</sup>

Currently, over 50% of the campuses within the Lamar Consolidated Independent School District (LCISD) are classified as Title I, being a high priority for employing teachers through the ATCP.<sup>2</sup> LCISD is facing difficulties recruiting and retaining certified teaching staff due to post-pandemic challenges and a rapidly increasing population. Teachers are necessary for high need content areas, including Special Education, Bilingual, World Languages, Math, Science and English. As of the 2024 school year, Lamar CISD has approximately 120 teacher vacancies. The vacancies will likely more than triple with the number of resignations and/or retirements due to normal attrition, along with an increasing number of new positions for the 2024-2025 school year with the opening of three elementary campuses and one middle school campus.

Teacher vacancies are filled by day-to-day or long-term substitutes, which can significantly impact the quality of education that students receive. The lack of certified teachers could be attributed to limited career advancement and on the job training opportunities due to the public health emergency. The ATCP is assumed to be a reasonable and proportional response designed to benefit employees within LCISD by offering financial assistance and the opportunity to obtain higher education. Additionally, the program benefits the school districts by offering employee incentives for retention, establishing a long-term employment pipeline to promote economic growth.

## Program Operations

In collaboration with Fort Bend County, Houston Community College (HCC) is establishing the ATCP to provide on the job training for Teacher Candidates (TCs) pursuing certification in elementary or secondary education. The program design, development, and enhancement of coursework may be tailored to effectively meet the needs of high-priority teaching areas. LCISD will receive \$59,070 to support program costs for a total of 11 TCs.

The program will only be available to LCISD employees who currently have a bachelor's degree and meet the qualifications for the ATCP, as outlined by HCC. LCISD will maintain due diligence while selecting applicants, adhering to acquisition procedures and conflict of interest policies. The TCs and program mentors will be selected in compliance with all local, state, and federal grant policies and procedures including the Final Rule and Uniform Guidance.

Each TC will be granted \$5,370 to cover costs including but not limited to registration, tuition, mentoring, and test preparation. After completing the ATCP program, the certified TC will be permanently placed as a teacher within LCISD for a minimum of **two years**. Increasing access to apprenticeships promotes equity for entities impacted by the pandemic and promotes meaningful career pathways that enhance the likelihood of employee retention.

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<sup>1</sup> Treas. Reg. 31 CFR 35 at pages 4348-4389, available at <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>

<sup>2</sup> Lamar Consolidated ISD available at <https://www.lcisd.org/>



PROGRAM INFORMATION FORM  
Alternative Teacher Certification Program  
LCISD

## **Program Structure Model**

The structure of this program will be modeled after successful Alternative Certification Programs operated by HCC to support campuses within the Fort Bend County Independent School District. As of December 11, 2023, FBISD hired a total of 237 TCs who were seeking teacher certification through an Alternative Certification Program across multiple content areas. More than half of the TCs were previously employed in FBISD as a teacher assistant or substitute. FBISD estimates that more than 300 teachers will be recruited for the 2024-2025 semester in various certification areas. Therefore, establishing the ATCP with ARPA funds will benefit the County by recruiting motivated individuals pursuing higher education. The following data obtained by HCC and FBISD demonstrates the success the programs had during the 2023-2024 school year:

- The total vacancies 4 weeks before the 2022-2023 school year was 284 positions versus 350 vacancies before the 2023-2024 school year. The increase in openings can be attributed to the addition of 3 new schools opening; the number of total vacancies decreased by 40%.
- The total employee vacancies across all grade levels as of December 12, 2022, was 293, and as of December 11, 2023, was 115 vacancies.
- The total number of teachers leaving their teaching positions in 2022 was 228 and decreased to 179 teachers in 2023.

By referencing the structure of the programs HCC currently operates, the ATCP funded by ARPA has a greater likelihood of positive outcomes and retention of qualified teachers across LCISD. As part of the ATCP cohort, LCISD anticipates a group of employees completing the requirements for their Bachelor's degrees in June 2024 to participate. The ATCP will stimulate economic growth by employing more County residents in desirable positions and developing long-term employment solutions for LCISD. The program will equip TCs with the skills and knowledge necessary to provide future generations of students with a quality education.

## **Intended Outcomes**

The design of this program is multifaceted in responding to the negative economic realities faced during pandemic recovery efforts, including:

- 1) Support school districts struggling to recruit and retain qualified teachers;
- 2) Financial assistance for TCs to obtain advanced certification;
- 3) Ensure generations of elementary and secondary students receive a quality education;
- 4) Increase participation in local apprenticeship opportunities; and
- 5) Stimulate economic growth within the region.

## **PROJECT DESIGN**

### **Roles and Responsibilities**



PROGRAM INFORMATION FORM  
Alternative Teacher Certification Program  
LCISD

**Fort Bend County Commissioner's Court** – The governing body responsible for allocating the total funds to the ATP. The budget and program are reviewed and approved by the Commissioner's Court.

**Fort Bend County** – Responsible for determining the subaward amounts for eligible subrecipients, allocating the funds, and approving the program design and management. The County must submit reporting requirements to the Treasury in alignment with the Final Rule and Uniform Guidance.

**Houston Community College** – The college is responsible for administering the ATP program in alignment with agreed upon guidelines and regulations. HCC may provide program highlights and progress reports to LCISD to assist with monitoring requirements.

**Lamar Consolidated Independent School District** – By operating the ATP, LCISD will act as a Subrecipient of the SLFRF award. The classification as a subrecipient is supported by 1) the ability to determine who is eligible to receive Federal assistance; 2) has its performance measured in relation to whether objectives of a Federal program were met; 3) has the responsibility for programmatic decision-making; 4) is responsible for adherence to applicable Federal program requirements specified in the Federal award; and 5) In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.<sup>3</sup>

**Teacher Candidates** – TCs that are accepted into the program will be Beneficiaries of the SLFRF award. By participating in the ATP, the TCs agree to all program requirements, guidelines, and course objectives. The TCs may be required to complete questionnaires, surveys, or impact statements to demonstrate achieved outcomes in alignment with the Final Rule and Uniform Guidance. Additionally, students will report all final program expenditures to LCISD. Once the program is completed, the TC will receive an elementary or secondary teaching certification and become a teacher at a LCISD campus for a minimum of two years.

## Fund Allocation

The Fort Bend County Commissioner's Court allocated \$175,000 of the SLFRF funds to the ATP, established by Fort Bend County and operated by Houston Community College. The County is acting as a pass-through entity to allocate the subaward to LCISD in the amount of \$59,070. The total subaward will be allocated to LCISD at the start of the program in August 2024. LCISD holds the responsibility of recruiting, interviewing, and selecting eligible students to participate. According to Uniform Guidance, the cost of scholarships, fellowships, and other programs of student aid at Institutions of Higher Education (IHEs) are allowable only when the purpose of the Federal award is to provide training to selected participants and the charge is approved by the Federal awarding agency.<sup>4</sup>

LCISD will allocate the total amount of \$5,370.00 directly to each TC in the form of a check to cover eligible program expenses. The TCs are required to complete an Assignment of Benefits Form prior to receiving payment from LCISD. The TCs will be responsible for obtaining invoices and proof of payment for all expenses and providing the documentation to LCISD, which will be reported to the County. Any funds that are unspent are required to be returned to LCISD at the conclusion of the program. If the student does not complete the entirety of the program, they are liable for covering the costs of the program and

<sup>3</sup> 2 CFR 200.331 available at <https://www.ecfr.gov/current/title-2/section-200.331>

<sup>4</sup> 2 CFR 200.466, available at <https://www.ecfr.gov/current/title-2/section-200.466>



PROGRAM INFORMATION FORM  
Alternative Teacher Certification Program  
LCISD

reimbursing LCISD for the entire amount of \$5,370.00. LCISD will need to discuss with the County whether the returned funds can be reallocated to a new student or reimbursed to the County.

## Project Eligibility

The guidelines from the United States Department of the Treasury issued in the Final Rule states that recipients may use funds to respond to the negative economic impacts of the COVID-19 public health emergency by providing assistance to individuals who are:<sup>5</sup>

- Unemployed;
- Underemployed; and/or
- Currently employed but are seeking to move to a job that provides better opportunities for economic advancement, such as higher wages or more opportunities for career advancement.

The Final Rule maintains the definition of eligible beneficiaries, which is aligned with the Bureau of Labor Statistics' definitions of unemployed workers and other labor underutilization, using a common, widely known definition that incorporates a broad group of individuals both unemployed or whose skills are otherwise underutilized in the labor market. In addition, recognizing that the pandemic has generated broad workforce disruption, in the Final Rule, Treasury is making clear that recipients may provide job training or other enumerated types of assistance to individuals that are currently employed but are seeking to move to a job that provides better opportunities for economic advancement, such as higher wages or more opportunities for career advancement.<sup>6</sup>

The Interim Final Rule states, and the Final Rule maintains, that assistance can take the form of services that include public job programs, subsidized employment, **combined education and on-the-job training programs**, or job training to accelerate rehiring of unemployed workers and address negative economic impacts of the public health emergency.<sup>7</sup> Additionally, Treasury states in the Final Rule that eligible uses of funds intended to provide assistance to unemployed and underemployed workers also include "other efforts to accelerate rehiring and thus reduce unemployment, such as childcare assistance, assistance with transportation to and from a job site or interview, and **incentives for newly employed workers**, [and] assistance to unemployed workers seeking to start a small business."<sup>8</sup> Furthermore, Uniform Guidance states that the cost of training and education provided for employee development is an allowable expense.<sup>9</sup>

Efforts to address the negative impacts on early learning services are an eligible use of SFLRF funds. The Final Rule elaborates on eligible uses, stating "responses aimed at addressing the many dimensions of resource equity— including equitable and adequate school funding; access to a well-rounded education; well-prepared, effective, and diverse educators and staff; and integrated support services—in order to close long-standing gaps in educational opportunity."<sup>10</sup> The Final Rule FAQ clarifies, "even where the recipient, such as the municipality, does not have budgetary authority over a school district, it may choose to sub-

<sup>5</sup> Treas. Reg. 31 CFR 35 at pages 4369, available at <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>

<sup>6</sup> Treas. Reg. 31 CFR 35 at page 4369, available at <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>

<sup>7</sup> *ibid* 4369.

<sup>8</sup> *ibid* 4369.

<sup>9</sup> 2 CFR 200.473 available at <https://www.ecfr.gov/current/title-2/section-200.473>

<sup>10</sup> Treas. Reg. 31 CFR 35 at page 4375, available at <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>



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award SLFRF funds to districts and other government entities for the purpose of improving job quality and addressing labor supply challenges in education and childcare sectors. Recipients can help childcare providers and school districts by strengthening pipelines into these sectors, including by using SLFRF funds to train potential workers to fill in-demand roles in childcare and education, including as school bus drivers, school nutrition staff, paraprofessionals, and other staff.”<sup>11</sup>

## SLFRF REPORTING REQUIREMENTS

### Project Demographic Distribution

Under Expenditure Category 2.10: Negative Economic Impacts – Assistance to Unemployed or Underemployed Workers, Fort Bend County must report that the ATCP serves impacted and/or disproportionately impacted populations. The Recipient will specify the structure and objectives of the assistance program(s), including the negative economic impact experienced. The description should demonstrate the Recipients response as being reasonably proportional and an enumerated eligible use.<sup>12</sup>

The Project and Expenditure Report User Guide states that for educational services and other efforts to address educational disparities, Title I eligible schools are recognized as disproportionately impacted and responsive services that support the school generally or support the whole school service as eligible.<sup>13</sup> “Title I eligible schools” means schools eligible to receive services under section 1113 of Title I, Part A of the Elementary and Secondary Education Act of 1965, as amended (20 U.S.C. 6313), including schools served under section 1113(b)(1)(C) of that Act.”

### Capital Expenditures

If the program includes the purchase of any capital expenditures, including equipment, software, and pre-development costs, the Recipient will need to report the expenses to the Treasury.<sup>14</sup>

### Evidence-Based Questions

Recipients are only required to provide evidence-based questions if they are States, U.S. Territories, and metropolitan cities and counties with a population over 250,000. If applicable, the Recipient is required to identify the amount of funding that is allocated towards evidence-based interventions and describe any program evaluations being conducted. Additional information can be found in Appendix 2 of the Reporting Guidance.<sup>15</sup>

### Additional Programmatic Data

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<sup>11</sup> Coronavirus State and Local Fiscal Recovery Funds, Frequently Asked Questions (as of March 29, 2024) – FAQ #2.16, available at: <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-FAQ.pdf>

<sup>12</sup> Department of Treasury, Coronavirus State and Local Fiscal Recovery Funds: “Project and Expenditure Report User Guide,” at page 35 available at <https://home.treasury.gov/system/files/136/Jan-2024-PE-Report-User-Guide.pdf>

<sup>13</sup> *ibid* 153.

<sup>14</sup> *ibid* 36.

<sup>15</sup> *ibid* 37.



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Recipients classified as Tier 1 and/or Recipients with programs in the Expenditure Category 2.10 Assistance to Unemployed or Underemployed Workers must report the total number of workers enrolled and completing sectoral job training programs, and the number of people participating in summer youth employment programs.<sup>16</sup>

## SUBRECIPIENT MONITORING REQUIREMENTS

### Risk Assessment

According to SLFRF Compliance and Reporting Guidance, recipients that are pass-through entities as described under 2 CFR 200.1 are required to manage and monitor their subrecipients to ensure compliance with requirements of the SLFRF award pursuant to 2 CFR 200.332.<sup>17</sup> The process will begin by identifying the subrecipient's risk of being noncompliant with the grant award terms and conditions. The County will provide LCISD with a Risk Assessment Questionnaire, which will be scored to determine their assumed level of risk. The results will be used to develop monitoring and reporting requirements to demonstrate compliance and achieved program outcomes throughout the program period of performance.

### Program Monitoring

Monitoring the Subrecipient is an essential component of the SLFRF program to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward, and that subaward performance goals are achieved.<sup>18</sup> Monitoring will include reporting program aspects necessary for the Recipient to meet its own responsibility to the Federal awarding agency including financial and performance reports.<sup>19</sup>

The County will provide LCISD with the monitoring requirements prior to initiating the program. This may include output measures, such as the number of students enrolled in the program, or outcome measures, such as class grading percentages and progress demonstrating achieved program goals.<sup>20</sup> The following list demonstrates aspects that may be monitored during the program period of performance:

- Number of individuals that applied for an apprenticeship
- Mentor and student selection process
- Policies and procedures
- Proof of student enrollment
- Basic student demographic information
- Total funds allocated to each student

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<sup>16</sup> *ibid* 53.

<sup>17</sup> Department of Treasury, Coronavirus State and Local Fiscal Recovery Funds: "Guidance on Recipient Compliance and Reporting Responsibilities," at page no. 12 available at <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>

<sup>18</sup> 2 CFR 200.332(d) available at [https://www.ecfr.gov/current/title-2/part-200/section-200.332#p-200.332\(d\)](https://www.ecfr.gov/current/title-2/part-200/section-200.332#p-200.332(d))

<sup>19</sup> 2 CFR 200.332(a)(2)(3) available at [https://www.ecfr.gov/current/title-2/part-200/section-200.332#p-200.332\(a\)\(2\)\(3\)](https://www.ecfr.gov/current/title-2/part-200/section-200.332#p-200.332(a)(2)(3))

<sup>20</sup> Department of Treasury, Coronavirus State and Local Fiscal Recovery Funds: "Guidance on Recipient Compliance and Reporting Responsibilities," at page no. 45 available at <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>



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- Assignment of Benefit Form, invoices, and proof of payment from the students
- Student progress and performance observed
- Project highlight and impact statements
- Program difficulties or deficiencies and determined remedies

## OTHER PROGRAM CONSIDERATIONS

### Subrecipient and Beneficiary Distinction

The terms and conditions of Federal awards flow down as subawards to subrecipients, requiring subrecipients to comply with all requirements of recipients such as the treatment of eligible uses of funds, procurement, and reporting requirements. Beneficiaries are not subject to the requirements placed on subrecipients in the Uniform Guidance, including audit pursuant to the Single Audit Act and 2 CFR Part 200, Subpart F or subrecipient reporting requirements.<sup>21</sup>

If the recipient is providing funds to the individual or entity for the purpose of carrying out a SLFRF program or project on behalf of the recipient, the individual or entity is acting as a subrecipient. Acting as a subrecipient, the individual or entity is subject to subrecipient monitoring and reporting requirements. Conversely, if the recipient is providing funds to the individual or entity for the purpose of directly benefitting the individual or entity as a result of experiencing a public health impact or negative economic impact, the individual or entity is acting as a beneficiary. Acting as a beneficiary, the individual or entity is not subject to subrecipient monitoring and reporting requirements.<sup>22</sup> However, the beneficiary may be required to adhere to agreements, contracts, and program guidelines, and demonstrate successful program outcomes.

### Internal Controls

The recipient must adhere to all internal control guidelines outlined in section 200.303 of Uniform Guidance. This includes the responsibility to establish and maintain effective internal control over the Federal award that provides reasonable assurance that the non-Federal entity is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award.<sup>23</sup> Additionally, Recipient must evaluate and monitor the subrecipient's compliance with statutes, regulations and the terms and conditions of Federal awards, and take action against instances of noncompliance. Safeguard measures should be taken to protect personally identifiable information, privacy, and confidentiality.

### Good Standing

Under the SLFRF program, recipients are responsible for ensuring that award funds are used for eligible purposes and in compliance with all agreements, terms, and federal guidelines. Accordingly, recipients must develop and implement policies and procedures, and retain records, to determine and monitor

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<sup>21</sup> Treas. Reg. 31 CFR 35 at page 4394, available at <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>

<sup>22</sup> Ibid 4394.

<sup>23</sup> 2 CFR 200.303 available at <https://www.ecfr.gov/current/title-2/section-200.303>

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implementation of criteria for determining the eligibility of beneficiaries and/or subrecipients.<sup>24</sup> In accordance with SLFRF guidance and Uniform Guidance, Recipients must maintain procedures for obtaining information evidencing a given beneficiary, subrecipient, or contractor's eligibility, including ensuring that subrecipients and contractors are in good standing. Pursuant to the award term regarding 2 CFR Part 25, Appendix A, which is incorporated by reference in the SLFRF Financial Assistance Agreement, recipients are required to maintain current information in SAM.gov for the duration of the period of performance of the SLFRF award.<sup>25</sup> Subrecipients must obtain a valid Unique Entity Identifier (UEI) prior to receiving a subaward.

## Disposition

The disposition requirements outlined in 2 CFR Part 200, Subpart D are not applicable to this program, as SLFRF funds were not used to acquire or improve real and personal property, supplies, or equipment under this program.<sup>26</sup>

## Record of Approval and Changes

Version	Approval Date	Name and Signature	
1			
Version	Date	Description of Changes	Changed by (Initials)

<sup>24</sup> Department of Treasury, Coronavirus State and Local Fiscal Recovery Funds: "Guidance on Recipient Compliance and Reporting Responsibilities," at pages 10-11 available at <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>

<sup>25</sup> 2 CFR 25.300 available at <https://www.ecfr.gov/current/title-2/section-25.300>.

<sup>26</sup> 2 CFR 1130.310 available at <https://www.ecfr.gov/current/title-2/section-1130.310>





## Alternative Teacher Certification Program Admissions

### HCC APPLICATION

Submit required documents  
\$75 Pay Non-Refundable Application Fee



### TEACHER PROFILE

Candidates take the Haberman Star Teacher Pre-Screener

### TEACHER CANDIDATE APPLIES FOR SCHOLARSHIPS/FUNDING

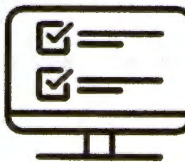
ATC Program has identified funding opportunities.



### ADMITTED TO PROGRAM

Receive admissions to ATC Program

### COURSES ARE OFFERED FACE-TO-FACE AND VIRTUAL ON A SCHEDULE AT VARIOUS HCC CAMPUSES



### ENROLLMENT

Enroll in coursework. Complete all Program and TEA State requirements

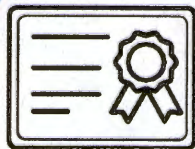
### INTERNSHIP

Allows you an opportunity to gain practical experience while teaching in the classroom. Earn as you learn by gaining employment with a TEA-approved school.



### TEXAS READING ACADEMIES

Teacher Candidates complete during Internship.



### TEACHER CERTIFIED





## TEACHER ALTERNATIVE CERTIFICATION PROGRAM CERTIFICATION PATHWAY (WITH SCIENCE OF TEACHING READING)

1

### MODULE 1

PRE-SERVICE FIELD OBSERVATION

### MODULE 2

CONTENT PREPARATION

### MODULE 3

SCIENCE OF TEACHING READING

### MODULE 4

TEACHING SECOND LANGUAGE LEARNERS

2

### MODULE 5

COGNITIVE DEVELOPMENT, LITERACY STRATEGIES,  
AND SPECIAL EDUCATION

### MODULE 6

PEDAGOGY FOR CURRICULUM AND INSTRUCTION

### MODULE 7

PROFESSIONAL PRACTICES IN AN  
EDUCATIONAL ENVIRONMENT

### INTERNSHIP I

WITH READING ACADEMIES  
K-3 TEACHER CANDIDATES

3

### INTERNSHIP II

WITH READING ACADEMIES  
K-3 TEACHER CANDIDATES

4

### STANDARD CERTIFIED

Teacher Candidate is Standard Certified upon  
meeting all program and TEA state requirements.

### ATCP 1

#### Semester One

- 150 hours + Passed exams = Statement of Eligibility (SOE)

### ATCP 2

#### Semester Two

- Teacher Candidate begins Internship as a Teacher of Record

### ATCP 3

#### Semester Three

- Teacher Candidate completes all ATC Program and TEA State requirements

**Teacher  
Certified**

#### Program Cost:

Enrollment Fee: \$75  
Tuition: \$3798

#### CERTIFICATIONS OFFERED:

- CORE EC-6, CORE 4-8, ELAR/SOCIAL STUDIES 4-8, MATH 4-8, SCIENCE 4-8, SOCIAL STUDIES 4-8, LIFE SCIENCE 7-12, MATH 7-12, PHYSICAL SCIENCE 7-12, ELAR 7-12, PHYSICAL EDUCATION EC-12, SPECIAL EDUCATION EC-12,
- SUPPLEMENTAL: BILINGUAL WITH BILINGUAL TARGET LANGUAGE PROFICIENCY (BTLPT) -SPANISH, AND ESL SUPPLEMENTAL





## TEACHER ALTERNATIVE CERTIFICATION PROGRAM CERTIFICATION PATHWAY (WITH FOUNDATIONS OF READING)

1

**MODULE 1**  
PRE-SERVICE FIELD OBSERVATION

**MODULE 2**  
CONTENT PREPARATION

**MODULE 3**  
COGNITIVE DEVELOPMENT, LITERACY STRATEGIES, AND  
SPECIAL EDUCATION

**MODULE 4**  
TEACHING SECOND LANGUAGE LEARNERS

2

**MODULE 5**  
FOUNDATIONS OF READING

**MODULE 6**  
PEDAGOGY FOR CURRICULUM AND INSTRUCTION

**INTERNSHIP I**

3

**MODULE 7**  
PROFESSIONAL PRACTICES IN AN EDUCATIONAL  
ENVIRONMENT

**INTERNSHIP II**

4

**STANDARD CERTIFIED**

Teacher Candidate is Standard Certified upon  
meeting all program and TEA state requirements.

### **ATCP 1** Semester One

- 150 hours + Passed exams = Statement of Eligibility (SOE)

### **ATCP 2** Semester Two

- Teacher Candidate begins Internship as a Teacher of Record

### **ATCP 3** Semester Three

- Teacher Candidate completes all ATC Program and TEA State requirements.

**Teacher  
Certified**

#### **Program Cost:**

Enrollment Fee: \$75  
Tuition: \$3798

#### **CERTIFICATIONS OFFERED:**

- CORE EC-6, CORE 4-8, ELAR/SOCIAL STUDIES 4-8, MATH 4-8, SCIENCE 4-8, SOCIAL STUDIES 4-8, LIFE SCIENCE 7-12, MATH 7-12, PHYSICAL SCIENCE 7-12, ELAR 7-12, PHYSICAL EDUCATION EC-12, SPECIAL EDUCATION EC-12,
- SUPPLEMENTAL: BILINGUAL WITH BILINGUAL TARGET LANGUAGE PROFICIENCY (BTLPT) - SPANISH, AND ESL SUPPLEMENTAL





# HCC ATCP



## CERTIFICATIONS OFFERED:

- CORE EC-6, CORE 4-8
- ELAR/SOCIAL STUDIES 4-8
- MATH 4-8
- SCIENCE 4-8
- SOCIAL STUDIES 4-8
- LIFE SCIENCE 7-12
- MATH 7-12
- PHYSICAL SCIENCE 7-12
- ELAR 7-12
- PHYSICAL EDUCATION EC-12
- SPECIAL EDUCATION EC-12

### SUPPLEMENTAL:

- BILINGUAL WITH BILINGUAL TARGET LANGUAGE PROFICIENCY (BTLPT) -SPANISH
- ESL SUPPLEMENTAL





# **HCC ATCP**

## **ADMISSIONS REQUIREMENTS**



- \*HCC ONLINE APPLICATION**
- \*\$75 NON-REFUNDABLE APPLICATION FEE**
- \*TEACHER PROFILE- HABERMAN STAR TEACHER PRE-SCREENER**
- \*BACHELOR'S DEGREE CONFERRED**
- \*GPA: 2.5 MINIMUM**
- \*OFFICIAL TRANSCRIPTS**

## **INTERNATIONAL STUDENTS:**



- \*HCC ONLINE APPLICATION**
- \*\$75 NON-REFUNDABLE APPLICATION FEE**
- \*TEACHER PROFILE- HABERMAN STAR TEACHER PRE-SCREENER**
- \*BACHELOR'S DEGREE CONFERRED- ALL INTERNATIONAL TRANSCRIPTS  
MUST BE TRANSLATED AND COURSE EVALUATED BY A TEXAS  
EDUCATION AGENCY (TEA) VETTED SERVICE (TRANSCRIPT CAN NOT BE  
MORE THAN 5 YEARS OLD)**
- \*GPA: 2.5 MINIMUM**
- \*TOEFL EXAM IS REQUIRED FOR INTERNATIONAL DEGREES WHERE  
ENGLISH IS NOT THE OFFICIAL LANGUAGE.**

# EXHIBIT B

(Follows Behind)



## CONTRACT PROVISIONS FOR CONTRACTS UTILIZING FEDERAL AWARDS FROM THE AMERICAN RESCUE PLAN ACT OF 2021 (ARPA)

Contractor understands and acknowledges that this Agreement may be totally or partially funded with federal funds from the American Rescue Plan Act of 2021 (ARPA). As a condition of receiving these funds, Contractor represents that it is and will remain in compliance with all federal terms as stated below. These terms flow down to all third party contractors and their subcontracts at every tier that exceed the small purchase threshold as set by the County, unless a particular award term or condition specifically indicates otherwise. The Contractor shall require that these clauses shall be included in each covered transaction at any tier.

1. Remedies and Breach.

Contracts for more than the small purchase threshold currently set by the County at \$50,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

2. Termination.

All contracts of \$10,000 or more must address termination for cause and for convenience by the Contractor including the manner by which it will be effected and the basis for settlement.

3. Equal Employment Opportunity for Non-construction Contracts.

The following clause applies for all non-construction contracts.

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual



orientation, gender identity, or national origin.

- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a



means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. Equal Employment Opportunity for all “federally assisted” Construction Contracts.

The following clause applies for all federally assisted construction contracts where “federally assisted construction contracts” is defined as in 41 C.F.R. Part 60-1.3, or any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the



employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

5. Davis-Bacon Act.

The Davis-Bacon Act requirements do not apply to projects where the expected total cost is under \$10 million dollars and where funding is provided solely with State and Local Fiscal Recovery Funds (SLFRF), except for certain SLFRF-funded construction projects undertaken



by the District of Columbia. For all projects funded solely with State and Local Fiscal Recovery Funds (SLFRF), where the expected total cost is *more than \$10 million dollars* the following clause will apply:

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

6. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708).

The following clause applies only for contracts of \$100,000 or more that involve the employment of mechanics or laborers.

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.



Contractor shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) in all subcontracts of \$100,000 or more that involve the employment of mechanics or laborers.

7. Rights to Inventions under a Contract or Agreement.

The following clause only applies to contracts where the work is related to the performance of experimental, developmental, or research work funded by federal funds or where the work performed is subject to copyright.

Contractor acknowledges that the federal government reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for state (or Federal) purposes, all reports, drafts of reports, or other material, data, drawings, computer programs, and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract. Contractor will comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements".

8. Clean Air.

The following clause applies only for contracts of \$150,000 or more.

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the appropriate EPA Regional Office. The Contractor agrees it will not use any violating facilities. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities". It will report violations of use of prohibited facilities to the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

9. Clean Water.

The following clause applies only for contracts of \$150,000 or more.

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the

appropriate EPA Regional Office. The Contractor agrees it will not use any violating facilities. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities". It will report violations of use of prohibited facilities to the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

10. Government-wide Debarment and Suspension.

The following clause applies only for contracts of \$25,000 or more.

The Contractor shall comply and facilitate compliance with the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. A contract award in any tier must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders Nos. 12549 (3 C F R part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order No. 12549. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount).

This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

11. Byrd Anti-Lobbying Amendment.

The following clause applies only for contracts of \$100,000 or more.

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 C.F.R. Part 20, "New Restrictions on Lobbying." Contractor certifies that it and all its subcontractors at every tier will not and have not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, award, including any extension, continuation, renewal,



amendment, or modification covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352.

12. Procurement of Recovered Materials.

The Contractor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

13. Prohibited Telecommunications and Video Surveillance Services and Equipment.

Contractor understands and acknowledges that under 2 CFR 200.216, the County is prohibited from using federal funds to procure, obtain, extend or renew a contract to procure or obtain covered telecommunications equipment or services, including telecom equipment produced by Huawei Technologies Company or ZTE Corp. (or subsidiaries or affiliates of such entities).

Contractor, therefore, certifies that they are in compliance with the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018), and that in the performance of this agreement, it will not provide equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- (i.) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (ii.) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (iii.) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the



Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

14. Domestic Preferences for Procurements.

As appropriate and to the extent consistent with law, Contractor shall to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products procured with federal funds. For purposes of this clause, (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

15. Records and Financial Documents

Contractor shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Social Security Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. Records shall be maintained by Grantee/Contractor for a period of five years after all funds have been expended or returned to Treasury, whichever is later.

16. Compliance with Section 603 Regulations and Guidance.

Contractor agrees to comply with the requirements of section 603 of the Social Security Act "(the Act)", regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Contractor also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. Federal regulations applicable to this award include, without limitation, (1) statutes and regulations prohibiting discrimination applicable to this award, (2) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury; (3) Subpart F - Audit Requirements of the Uniform Guidance, implementing the Single Audit Act; (4) Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and Appendix A to 2 C.F.R. Part 25; and (6) Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, and Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.