

STATE OF TEXAS

§

COUNTY OF FORT BEND

§

KNOW ALL PERSONS BY THESE
PRESENTS:

**AMERICAN RESCUE PLAN ACT, CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY
FUNDS, SUBRECIPIENT AGREEMENT BETWEEN FORT BEND COUNTY
AND
FORT BEND 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 **FORT BEND INDEPENDENT SCHOOL DISTRICT**, (“Subrecipient” or “FBISD”) a K-12 public education system. Subrecipient and the County may be referred to individually as a “Parties 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 Fort Bend Independent School District (FBISD) in the amount of \$80,550 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, FBISD 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, FBISD assumes and accepts sole responsibility for any and all requirements and liabilities, including management of the subaward allocation.

WHEREAS, FBISD shall allocate funds, in the amount of \$5,370 via check to each Teacher Candidate (TC) participating in the ATCP. The funds will be disbursed to each TC incrementally on a timeline to be determined by FBISD. The TCs have been determined to be Beneficiaries of the subaward and will complete an **Assignment of Benefit Form** with FBISD. 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 ATCP, the Subrecipient shall use SLFRF funds only for eligible ATCP 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 Fort Bend Independent School District to describe the relationship, purpose of the program, program costs, and eligibility for SLFRF and federal guidelines. In collaboration with HCC, FBISD shall develop courses and program guidelines to prepare the students for certification in elementary and/or secondary education. The FBISD shall identify Campus Mentors (CM) to operate the program and support the TCs participating in the ATCP.

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 ATCP 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:

FORT BEND INDEPENDENT SCHOOL DISTRICT
Attention: Superintendent of Schools
Address: 16431 Lexington Blvd, Sugar Land, Texas 77479

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 or FBISD, 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 and FBISD 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

TO THE EXTENT PERMITTED BY LAW, 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

FORT BEND INDEPENDENT SCHOOL DISTRICT



Signature – Authorized Agent

Kristin K. Tassin

Printed Name – Authorized Agent

President, Board of Trustees

Title

January 29, 2025

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

i:\agreements\2024 agreements\purchasing\county judge\alternative teacher cert - fbisd (24-cojdg-100869)\subrecipient agreement.atc.fbisd
(kcj - 8.19.2024) v2 v3 9.25.2024 v4 10.31.2024 v5 12.30.2024

EXHIBIT A

(Follows Behind)



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

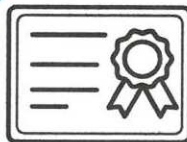
INTERNSHIP

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

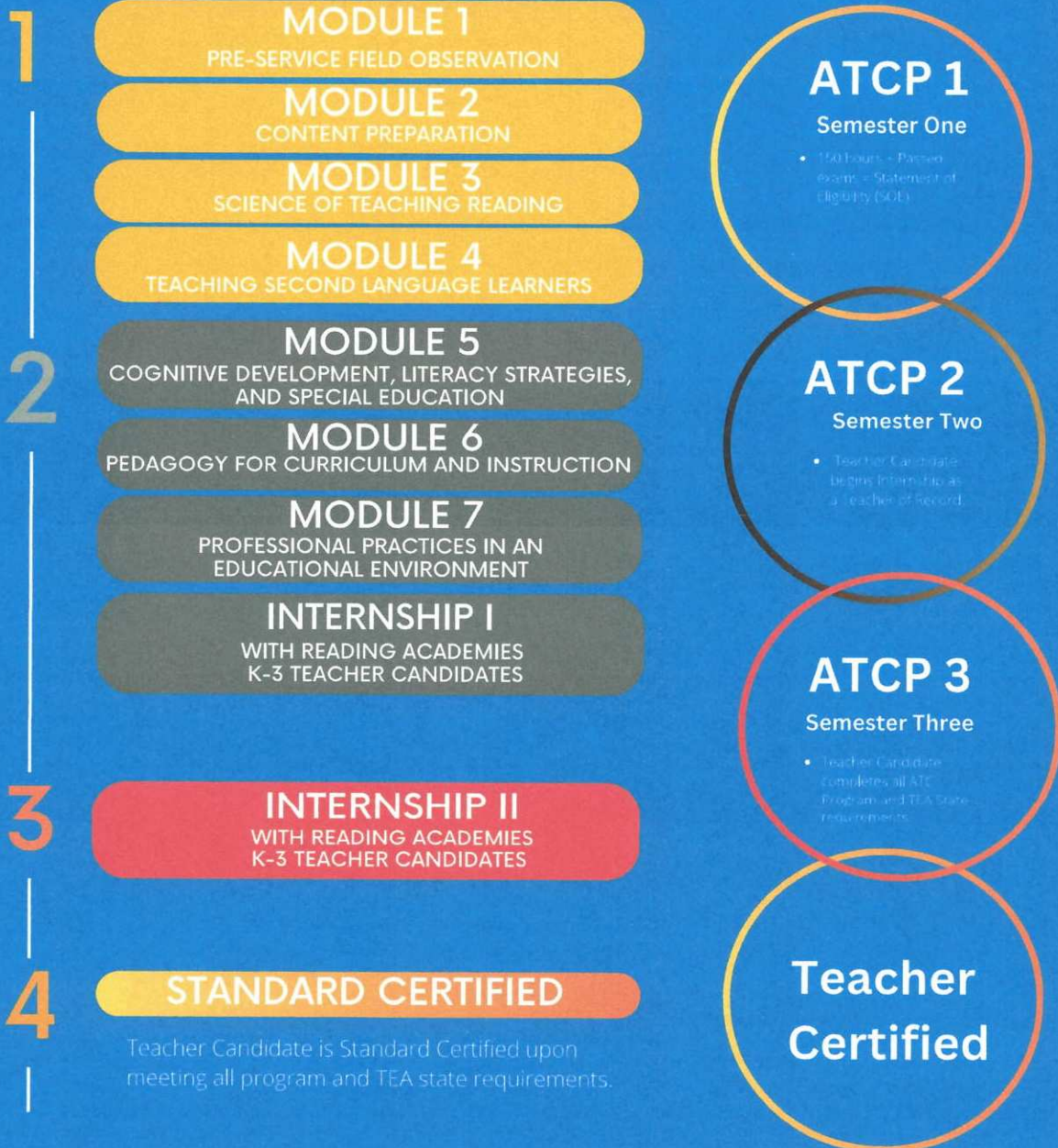
Teacher Candidates complete during Internship.



TEACHER CERTIFIED



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



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

ATCP 1
Semester One

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

2

MODULE 5
FOUNDATIONS OF READING

MODULE 6
PEDAGOGY FOR CURRICULUM AND INSTRUCTION

INTERNSHIP I

ATCP 2
Semester Two

- Teacher Candidate begins Internship as a Teacher of Record.

3

MODULE 7
PROFESSIONAL PRACTICES IN AN EDUCATIONAL
ENVIRONMENT

INTERNSHIP II

ATCP 3
Semester Three

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

4

STANDARD CERTIFIED

Teacher Candidate is Standard Certified upon meeting all 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

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.



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

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 Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or 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.