



Risk Assessment Tool	
Subrecipient Name	Mission Consolidated Independent School District
Project Title	Mission CISD Youth Wellness Camp Pilot Project
ARPA Project Number	22-110-086
Fiscal Impact	\$60,000.00
Grant Period	June - December 2022
Monitor Period	Through December 31, 2031

Authorized Grantee Representative			
Individual who is appropriately authorized to attest to the accuracy of the information below.			
Name	Joel Garcia, CPM	Title	Finance Division
Phone Number	(956) 323-5515	Email	Assistant Superintendent for Finance
		Signature	
		Joel Garcia (Jul 21, 2022 08:39 CDT)	
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#	Question	Response - Select from Dropdown	Comments
1	Does your organization have any grant experience? (If yes, provide types of grants and grant names.	Yes	Federal Formulary Grants, State Grants
2	Has your organization managed federally funded grant programming in the last 24 months? (If yes, provide a list of current grants)	Yes	ESSER, ESSA, SPED
3	Was your organization subject to financial and/or single audits in the last 24 months? If Yes, provide copies of audits.	Yes	Annual Financial Report
4	Is your organization free of any audit findings within the last 5 years? If No, provide findings, management responses and status of findings.	No	There was a finding in 2017. There were no findings reported for fiscal years 2018 thru 2021.
5	Has your organization taken appropriate and timely action to remedy prior findings?	Yes	
6	Has your organization undergone any annual Federal or State Compliance or monitoring related activities?	No	
7	Does your organization have the capacity to manage and implement federal regulations, such as 2 CFR 200, segregation of duties, cash handling, contracting procedures, and personnel and travel policies? (2 CFR 200.303 - Internal Controls)	Yes	
8	Does your organization have written policies and procedures in place that are in alignment with 2 CFR 200 for the items below?	Yes	
	1) Ethics/ Professional Conduct (Provide copy.)	Yes	
	2) Conflict of Interest Policy (Provide copy.)	Yes	
	3) Purchasing/Procurement (Provide copy.)	Yes	
	4) Segregation of Duties (Provide copy.)	Yes	
	5) Monitoring the use of grant funds (Provide copy.)	Yes	
9	Has key staff been instrumental in the funds process and generally remained stable in the past 2 years?	Yes	Finance Director retired.
10	Does your organization have the necessary personnel to ensure that documents and/or status reports are provided to the County as required?	Yes	
11	Does your organization maintain an inventory of federal government property that, at a minimum, identifies purchase date, cost, vendor, description, serial number, location and disposition of equipment? (If Yes, provide a copy of the inventory log.)	Yes	
12	Has your organization's financial or grant management system (technology or other) remained unchanged in the last 12 months? If changes were made, please explain in the comments section.	Yes	
13	Does your organization's accounting system segregate expenditures by funding source? (Per 2 CFR 200.302, systems must be sufficient to permit the preparation of reports and tracing of funds.)	Yes	
14	Does your organization have an active SAM.gov account that is not debarred, suspended or federal debt delinquent? (If Yes, provide a copy from SAM.gov .)	Yes	
15	Does your entity maintain central file locations for all grants, loans or other types of financial assistance?	Yes	
16	Has your entity been consistent and timely with prior program reporting requirements?	Yes	
17	Have your entity's financial reports for any previous programming been adequate, accurate and timely?	Yes	

EMPLOYEE STANDARDS OF CONDUCT

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Educator Ethics

Educators shall comply with standard practices and ethical conduct toward students, professional colleagues, school officials, parents, and members of the community and shall safeguard academic freedom.

The State Board for Educator Certification (SBEC) shall provide for the adoption, amendment, and enforcement of an educator's code of ethics [see DH(EXHIBIT)]. SBEC is solely responsible for enforcing the ethics code for purposes related to certification disciplinary proceedings.

Education Code 21.041(b)(8); 19 TAC 247.1(b), (c)

Public Servants

All district employees are "public servants" and therefore subject to Title VIII of the Penal Code, regarding offenses against public administration, including restrictions on the acceptance of illegal gifts, honoraria and expenses, and abuse of office. *Penal Code 1.07(a)(41), Title VIII* [See DBD and BBFA]

**Electronic
Communication
Policy**

"Electronic communication" means any communication facilitated by the use of any electronic device, including a telephone, cellular telephone, computer, computer network, personal data assistant, or pager. The term includes emails, text messages, instant messages, and any communications made through a website, including a social media website or a social networking website.

A school district shall adopt a written policy concerning electronic communications between a school employee and a student enrolled in the district.

The policy adopted under this section must:

1. Include provisions designed to prevent improper electronic communications between a school employee and a student;
2. Allow a school employee to elect to not disclose to students the employee's personal telephone number or email address; and
3. Include provisions instructing a school employee about the proper method for notifying appropriate local administrators about an incident in which a student engages in improper communications with the school employee.

Education Code 38.027

**Public Information
on Private Device**

A current or former board member or employee of a district who maintains public information on a privately owned device shall:

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1. Forward or transfer the public information to the district or a district server to be preserved as provided by Government Code 552.004(a); or
2. Preserve the public information in its original form in a backup or archive and on the privately owned device for the time described under 552.004(a).

Gov't Code 552.004(b) [See GB]

**Loss of Retirement
Annuity for
Conviction of Certain
Felonies**

A person is not eligible to receive a service retirement annuity from the Teacher Retirement System (TRS) if the person is convicted of a qualifying felony and the victim is a student.

"Qualifying felony" means an offense that is punishable as a felony under the following sections of the Penal Code:

1. Section 21.02 (continuous sexual abuse of young child or children);
2. Section 21.12 (improper relationship between educator and student); or
3. Section 22.011 (sexual assault) or Section 22.021 (aggravated sexual assault).

The term includes any federal offense that contains elements that are substantially similar to the elements of a felony offense described above.

Not later than the 30th day after the date of a person's conviction for a qualifying felony, the school at which the person was employed shall provide written notice of the conviction to TRS. The notice must comply with rules adopted by TRS.

Gov't Code 824.009

**Transportation or
Storage of Firearm in
School Parking Area**

A district may not prohibit a school employee who holds a license to carry a handgun under Government Code, Chapter 411, Subchapter H, from transporting or storing a handgun or other firearm or ammunition in a locked, privately owned or leased motor vehicle in a parking lot, parking garage, or other parking area provided by the district and may not regulate the manner in which the handgun, firearm, or ammunition is stored in the vehicle, provided that the handgun, firearm, or ammunition is not in plain view.

This does not authorize a person to possess, transport, or store a handgun, a firearm, or ammunition in violation of Education Code 37.125 or Penal Code 46.03 or 46.035, or other law. [See GKA]

Education Code 37.0815

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**Tobacco and
E-Cigarettes**

A board shall prohibit smoking or using e-cigarettes or tobacco products at a school-related or school-sanctioned activity on or off school property.

Enforcement

A board shall ensure that district personnel enforce the policies on school property.

Education Code 38.006(b) [See also FNCD and GKA]

**Drug and Alcohol
Abuse Program**

A board shall prohibit the use of alcoholic beverages at school-related or school-sanctioned activities on or off school property. *Education Code 38.007(a)*

Federal Drug-Free
Workplace Act

A district that receives a direct federal grant must agree to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the district's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
2. Establishing a drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The district's policy of maintaining a drug-free workplace;
 - c. Available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed on employees for drug abuse violations;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the required statement;
4. Notifying the employee in the required statement that as a condition of employment in the grant the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the district of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after the conviction;
5. Notifying the granting agency within 10 days after receiving notice from an employee or otherwise receiving actual notice of a conviction;

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6. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is convicted, as required by 41 U.S.C. section 8104; and
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of the above requirements.

41 U.S.C. 8103(a)(1)

Dietary Supplements

Except as provided at Education Code 38.011(b), a district employee may not:

1. Knowingly sell, market, or distribute a dietary supplement that contains performance-enhancing compounds to a primary or secondary education student with whom the employee has contact as part of the employee's duties; or
2. Knowingly endorse or suggest the ingestion, intranasal application, or inhalation of a dietary supplement that contains performance-enhancing compounds by a primary or secondary student with whom the employee has contact as part of the employee's duties.

An employee who violates items 1 or 2, above, commits a Class C misdemeanor offense.

Education Code 38.011

Low-THC Cannabis

A district may not enact, adopt, or enforce a rule, ordinance, order, resolution, or other regulation that prohibits the possession of low-THC cannabis, as authorized by Health and Safety Code Chapter 487. *Health and Safety Code 487.201*

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Note: For legal requirements applicable to purchases with federal funds, see CBB.

For required vendor disclosures and contract provisions, including prohibitions, see CHE.

For provisions pertaining to criminal history record information on contractors, see CJA.

For legal requirements related to energy savings performance contracts, see CL.

For information on procuring school buses, see CNB.

For legal requirements applicable to school nutrition procurement, including produce, with federal funds, see COA.

For information regarding construction of school facilities, see CV series.

Board Authority

The board may adopt rules and procedures for the acquisition of goods and services. *Education Code 44.031(d)*

Delegation of
Authority

The board may, as appropriate, delegate its authority regarding an action authorized or required by Education Code Chapter 44, Subchapter B, to be taken by a district to a designated person, representative, or committee.

The board may not delegate the authority to act regarding an action authorized or required to be taken by the board by Education Code Chapter 44, Subchapter B.

*Disaster
Delegation*

Notwithstanding any other provision of the Education Code, in the event of a catastrophe, emergency, or natural disaster affecting a district, the board may delegate to the superintendent or designated person the authority to contract for the replacement, construction, or repair of school equipment or facilities under Education Code Chapter 44, Subchapter B if emergency replacement, construction, or repair is necessary for the health and safety of district students and staff.

Education Code 44.0312

**Purchases Valued at
or Above \$50,000**

Methods

Except as provided by Education Code Chapter 44, Subchapter B, all district contracts for the purchase of goods and services, except contracts for the purchase of produce or vehicle fuel, valued at \$50,000 or more in the aggregate for each 12-month period, shall be made by the method, of the following methods, that provides the best value for a district:

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1. Competitive bidding for services other than construction services.
2. Competitive sealed proposals for services other than construction services.
3. A request for proposals for services other than construction services.
4. An interlocal contract.
5. A method provided by Government Code Chapter 2269 for construction services [see CV series];
6. The reverse auction procedure as defined by Government Code 2155.062(d).
7. The formation of a political subdivision corporation under Local Government Code 304.001 (purchase of electricity).

Education Code 44.031(a)

Exceptions

Emergency
Damage or
Destruction

If school equipment, a school facility, or a part of a school facility or personal property is destroyed or severely damaged or, as a result of an unforeseen catastrophe or emergency, undergoes major operational or structural failure, and the board determines that the delay posed by the methods provided for in Education Code 44.031 would prevent or substantially impair the conduct of classes or other essential school activities, then contracts for the replacement or repair of the equipment, school facility, or the part of the school facility may be made by methods other than those required by Education Code 44.031. *Education Code 44.031(h)*

Sole Source

Without complying with Education Code 44.031(a) above, a district may purchase an item that is available from only one source, including:

1. An item for which competition is precluded because of the existence of a patent, copyright, secret process, or monopoly.
2. A film, manuscript, or book.
3. A utility service, including electricity, gas, or water.
4. A captive replacement part or component for equipment.

The exceptions above do not apply to mainframe data-processing equipment and peripheral attachments with a single-item purchase price in excess of \$15,000.

Education Code 44.031(j)–(k)

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*Competitive
Bidding*

Except to the extent prohibited by other law and to the extent consistent with Education Code Chapter 44, Subchapter B, a district may use competitive bidding to select a vendor as authorized by Education Code 44.031(a)(1).

A district shall award a competitively bid contract at the bid amount to the bidder offering the best value for the district. In determining the best value for the district, the district is not restricted to considering price alone but may consider any other factors stated in the selection criteria. The selection criteria may include the factors listed in Education Code 44.031(b) [see Contract Selection Factors, below].

Except as provided below, Local Government Code Chapter 271, Subchapter B (Competitive Bidding on Certain Public Works Contracts) does not apply to a competitive bidding process under this policy.

Local Government Code Sections 271.026 (Opening of Bids), 271.027(a) (Award of Contract), and 271.0275 (Safety Record of Bidder Considered) apply to a competitive bidding process under Education Code Chapter 44, Subchapter B. [See CVA for these requirements.]

Education Code 44.0351

*Competitive
Sealed Proposals*

In selecting a vendor through competitive sealed proposals as authorized by Education Code 44.031(a)(2), a district shall follow the procedures prescribed below.

Request for
Proposals

The district shall prepare a request for competitive sealed proposals that includes information that vendors may require to respond to the request. The district shall state in the request for proposals the selection criteria that will be used in selecting the successful offeror.

Opening
Proposals

The district shall receive, publicly open, and read aloud the names of the offerors and, if any are required to be stated, all prices stated in each proposal. Not later than the 45th day after the date on which the proposals are opened, the district shall evaluate and rank each proposal submitted in relation to the published selection criteria.

Selection

The district shall select the offeror that offers the best value for the district based on the published selection criteria and on its ranking evaluation. The district shall first attempt to negotiate a contract with the selected offeror. The district may discuss with the selected offeror options for a scope or time modification and any price change associated with the modification. If the district is unable to

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negotiate a satisfactory contract with the selected offeror, the district shall, formally and in writing, end negotiations with that offeror and proceed to the next offeror in the order of the selection ranking until a contract is reached or all proposals are rejected.

In determining the best value for the district, the district is not restricted to considering price alone but may consider any other factors stated in the selection criteria.

Education Code 44.0352

*Interlocal
Contracts*

"Interlocal contract" means a contract or agreement made under Government Code Chapter 791 (Interlocal Cooperation Act). A district may contract or agree with another local government or a federally recognized Indian tribe, as listed by the U.S. secretary of the interior under 25 U.S.C. 479a-1, whose reservation is located within the boundaries of this state to perform governmental functions and services in accordance with Government Code Chapter 791. A district may agree with another local government and with the state or a state agency, including the comptroller, to purchase goods and services. *Gov't Code 791.003(2), .011(a), .025(a)*

An interlocal contract must:

1. Be authorized by the governing body of each party to the contract;
2. State the purpose, terms, rights, and duties of the contracting parties; and
3. Specify that each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

An interlocal contractual payment must be in an amount that fairly compensates the performing party for the services or functions performed under the contract. An interlocal contract may be renewed. Notwithstanding item 2 above, an interlocal contract may have a specified term of years.

Gov't Code 791.011(d)–(f), (i)

A district may agree with another local government, including a nonprofit corporation that is created and operated to provide one or more governmental functions and services, or with the state or a state agency, including the comptroller, to purchase goods and any services reasonably required for the installation, operation, or maintenance of the goods. This provision does not apply to services provided by firefighters, police officers, or emergency medical personnel. *Gov't Code 791.025(b)*

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A district that purchases goods and services under Government Code 791.025 satisfies the requirement to seek competitive bids for the purchase of the goods and services. *Gov't Code 791.025(c); Atty. Gen. Op. JC-37 (1999)*

Reverse Auction

A district that uses the reverse auction procedure must include in the procedure a notice provision and other provisions necessary to produce a method of purchasing that is advantageous to the district and fair to vendors. *Local Gov't Code 271.906(b)*

"Reverse auction procedure" means:

1. A real-time bidding process usually lasting less than one hour and taking place at a previously scheduled time and internet location, in which multiple suppliers, anonymous to each other, submit bids to provide the designated goods or services; or
2. A bidding process usually lasting less than two weeks and taking place during a previously scheduled period and at a previously scheduled internet location, in which multiple suppliers, anonymous to each other, submit bids to provide the designated goods or services.

Gov't Code 2155.062(d)

Site-Based
Purchasing

If a purchase is made at the campus level in a district with a student enrollment of 180,000 or more that has formally adopted a site-based decision-making plan under Education Code Subchapter F, Chapter 11 [see BQ series], that delegates purchasing decisions to the campus level, Education Code 44.031 applies only to the campus and does not require the district to aggregate and jointly award purchasing contracts. A district that adopts site-based purchasing under this provision shall adopt a policy to ensure that campus purchases achieve the best value to the district and are not intended or used to avoid the requirement that a district aggregate purchases under Education Code 44.031(a). *Education Code 44.031(m)*

**Contract Selection
Factors**

Except as provided by Education Code Chapter 44, Subchapter B, in determining to whom to award a contract, the district shall consider:

1. The purchase price.
2. The reputation of the vendor and of the vendor's goods or services.
3. The quality of the vendor's goods or services.

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4. The extent to which the goods or services meet the district's needs.
5. The vendor's past relationship with the district.
6. The impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses.
7. The total long-term cost to the district to acquire the vendor's goods or services.
8. For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner has its principal place of business in this state or employs at least 500 persons in this state.
9. Any other relevant factor specifically listed in the request for bids or proposals.

Education Code 44.031(b)

In awarding a contract by competitive sealed bid under Education Code 44.031, a district that has its central administrative office located in a municipality with a population of less than 250,000 may consider a bidder's principal place of business in the manner provided by Local Government Code 271.9051. This provision does not apply to the purchase of telecommunications services or information services, as those terms are defined by 47 U.S.C. Section 153. *Education Code 44.031(b-1)*

The factors listed above are the only criteria that may be considered by a district in its decision to award a contract. *R.G.V. Vend- ing v. Weslaco Indep. Sch. Dist.*, 995 S.W.2d 897 (Tex. App.—Corpus Christi 1999, no pet.)

Preferences
*Agricultural
Products*

A district that purchases agricultural products shall give preference to those produced, processed, or grown in Texas if the cost to the district is equal and the quality is equal. If agricultural products produced, processed, or grown in Texas are not equal in cost and quality to other products, the district shall give preference to agricultural products produced, processed, or grown in other states of the United States, if the cost and quality of the U.S. and foreign products are equal.

"Agricultural products" includes textiles and other similar products.

"Processed" means canning, freezing, drying, juicing, preserving, or any other act that changes the form of a good from its natural state to another form.

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A district may not adopt product purchasing specifications that unnecessarily exclude agricultural products produced, processed, or grown in Texas.

Vegetation for
Landscaping

A district that purchases vegetation for landscaping purposes, including plants, shall give preference to Texas vegetation if the cost to the district is equal and the quality is equal.

Education Code 44.042

[For legal requirements applicable to school nutrition procurement, including produce and agricultural products, with federal funds, see COA.]

*Recycled
Products*

A district shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality and the average price of the product is not more than ten percent greater than the price of comparable nonrecycled products. Preferences will be applied in accordance with state procurement statutes and rules. 30 TAC 328.203

Subchapter K of 30 Administrative Code (Governmental Entity Recycling and Purchasing of Recycled Materials) does not apply to a district with a student enrollment of less than 10,000 students. 30 TAC 328.204(a)

A district regularly shall review and revise its procurement procedures and specifications for the purchase of goods, supplies, equipment, and materials in order to:

1. Eliminate procedures and specifications that explicitly discriminate against products made of recycled materials;
2. Encourage the use of products made of recycled materials; and
3. Ensure to the maximum extent economically feasible that the district purchases products that may be recycled when they have served their intended use.

In developing new procedures and specifications, the district shall encourage the use of recycled products and products that may be recycled or reused.

Health and Safety Code 361.426(b)–(c)

*Bidder's Place of
Business*

In awarding a contract by competitive sealed bid under Education Code 44.031, a district that has its central administrative office located in a municipality with a population of less than 250,000 may consider a bidder's principal place of business in the manner provided by Local Government Code Section 271.9051. This provision

does not apply to the purchase of telecommunications services or information services, as those terms are defined by 47 U.S.C. 153. *Education Code 44.031(b-1)*

Notice Publication

Notice of the time by when and place where the bids or proposals, or the responses to a request for qualifications, will be received and opened shall be published in the county in which the district's central administrative office is located, once a week for at least two weeks before the deadline for receiving bids, proposals, or responses to a request for qualifications. If there is not a newspaper in that county, the advertising shall be published in a newspaper in the county nearest the county seat of the county in which a district's central administrative office is located. In a two-step procurement process, the time and place where the second-step bids, proposals, or responses will be received are not required to be published separately. *Education Code 44.031(g)*

Electronic Bids or Proposals

A district may receive bids or proposals under Education Code Chapter 44 through electronic transmission if the board adopts rules to ensure the identification, security, and confidentiality of electronic bids or proposals and to ensure that the electronic bids or proposals remain effectively unopened until the proper time.

Notwithstanding any other provision of Education Code Chapter 44, an electronic bid or proposal is not required to be sealed. A provision of Education Code Chapter 44 that applies to a sealed bid or proposal applies to a bid or proposal received through electronic transmission in accordance with the rules adopted by the board.

Education Code 44.0313

Right to Work

While a district is engaged in procuring goods and services or awarding a contract, or overseeing procurement or construction for a public work or public improvement, a district:

1. May not consider whether a vendor is a member of or has another relationship with any organization; and
2. Shall ensure that its bid specifications and any subsequent contract or other agreement do not deny or diminish the right of a person to work because of the person's membership or other relationship status with respect to any organization.

Education Code 44.043

Contract with Person Indebted to District

The board by resolution may establish regulations permitting the district to refuse to enter into a contract or other transaction with a person indebted to the district. It is not a violation of Education Code Chapter 44, Subchapter B (Purchases; Contracts) for a district, under regulations adopted under this provision, to refuse to

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award a contract to or enter into a transaction with an apparent low bidder or successful proposer that is indebted to the district.

“Person” includes an individual, sole proprietorship, corporation, nonprofit corporation, partnership, joint venture, limited liability company, and any other entity that proposes or otherwise seeks to enter into a contract or other transaction with the district requiring approval by the board.

Education Code 44.044

Out-of-State Bidders

A district may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the greater of the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident’s principal place of business is located, or the state in which a majority of the manufacturing relating to the contract will be performed. *Gov’t Code 2252.002*

This requirement does not apply to a contract involving federal funds. A district shall use the information published by the comptroller under Government Code 2252.003 (Publication of Other State’s Laws on Contracts) to evaluate the bid of a nonresident bidder. A district may rely on information published under Government Code 2252.003 to meet the requirements of Government Code 2252.002. *Gov’t Code 2252.003–.004*

“Governmental contract” means a contract awarded by a governmental entity, including a public school district, for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment.

“Resident bidder” refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Gov’t Code 2252.001

Professional Services

Education Code 44.031 does not apply to a contract for professional services rendered, including the services of an architect, attorney, certified public accountant, engineer, or fiscal agent. A district may, at its option, contract for professional services rendered by a financial consultant or a technology consultant in the manner provided by Government Code 2254.003 (Professional Services Procurement Act) (see below), in lieu of the methods provided by Education Code 44.031. *Education Code 44.031(f)*

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Professional
Services
Procurement Act
Selection

A district may not select a provider of professional services or a group or association of providers or award a contract for the services on the basis of competitive bids submitted for the contract or for the services, but shall make the selection and award on the basis of demonstrated competence and qualifications to perform the services and for a fair and reasonable price. *Gov't Code 2254.003(a)*

Definition

"Professional services" means services:

1. Within the scope of the practice, as defined by state law, of accounting, architecture, landscape architecture, land surveying, medicine, optometry, professional engineering, real estate appraising, or professional nursing;
2. Provided in connection with the professional employment or practice of a person who is licensed or registered as a certified public accountant, architect, landscape architect, land surveyor, physician, optometrist, professional engineer, state-certified or state-licensed real estate appraiser, or registered nurse; or
3. Provided by a person lawfully engaged in interior design, regardless of whether the person is registered as an interior designer under Occupations Code Chapter 1053.

Gov't Code 2254.002

[For specific information on procuring architectural or engineering services, see CV.]

Contingent Fee
Contract for Legal
Services

Government Code Chapter 2254, Subchapter C provides the manner in which and the situations under which a district may compensate a public contractor under a contingent fee for legal services. That subchapter does not apply to a contract for legal services:

1. Provided to a district under Government Code Chapter 403, Subchapter M; or
2. Entered into under Tax Code 6.30 (delinquent tax collection) [see CCGA(LEGAL)] or Government Code 1201.027 (issuance of public securities) [see CCA(LEGAL)], except that Government Code sections 2254.1032, 2254.1034, 2254.1036, and 2254.1037 do apply to the contract.

Gov't Code 2254.102

A district may select an attorney or law firm to award a contingent fee contract only in accordance with Government Code 2254.003(a) (Professional Services Procurement Act) [see Selection, above] and Government Code 2254.1032.

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In procuring legal services under a contingent fee contract, a district shall:

1. Select a well-qualified attorney or law firm on the basis of demonstrated competence, qualifications, and experience in the requested services; and
2. Attempt to negotiate a contract with that attorney or law firm for a fair and reasonable price.

Gov't Code 2254.1032

Specific Purchases

Computers

A district may acquire computers and computer-related equipment, including computer software, through the Department of Information Resources (DIR) under contracts entered into in accordance with Government Code Chapter 2054 or 2157. *Education Code 44.031(i)*

Automated
Information System

A district may purchase an automated information system using the purchasing method described by Government Code 2157.068 for commodity items or a purchasing method designated by the comptroller to obtain the best value for the state, including a request for offers method. A district that purchases an item using a method described above satisfies any state law requiring the district to seek competitive bids for the purchase of the item. *Gov't Code 2157.006; 34 TAC 20.391*

Automated External
Defibrillators

A district that purchases or leases an automated external defibrillator (AED), as defined by Health and Safety Code 779.001, shall ensure that the AED meets standards established by the federal Food and Drug Administration. *Education Code 44.047(a)*

Insurance

A contract for the purchase of insurance is not a contract for professional services. A district must award such a contract using one of the methods in Education Code 44.031. *Atty. Gen. Op. DM-418 (1996)*

*Multiyear
Contracts*

A district may execute an insurance contract for a period longer than 12 months, if the contract complies with Local Government Code 271.903(a) [see Commitment of Current Revenue, below]. If a district executes a multiyear insurance contract, it need not advertise for insurance vendors until the 12-month period during which the district will be executing a new insurance contract. *Atty. Gen. Op. DM-418 (1996)*

PURCHASING AND ACQUISITION

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(LEGAL)

**Other Purchasing
Methods**

The comptroller shall establish a program by which the comptroller performs purchasing services for local governments. The services must include:

*State Purchasing
Program*

1. The extension of state contract prices to participating local governments when the comptroller considers it feasible.
2. Solicitation of bids on items desired by local governments if the solicitation is considered feasible by the comptroller and is desired by the local government.
3. Provision of information and technical assistance to local governments about the purchasing program.

The comptroller may charge a participating local government an amount not to exceed the actual costs incurred by the comptroller in providing purchasing services to the local government under the program.

Local Gov't Code 271.082

*District
Participation*

A district may participate in the purchasing program, including participation in purchases that use the reverse auction procedure, by filing with the comptroller a resolution adopted by the board requesting that the district be allowed to participate on a voluntary basis, and to the extent the comptroller deems feasible, and stating that the district will:

1. Designate an official to act for the district in all matters relating to the program, including the purchase of items from the vendor under any contract, and that the board will direct the decisions of the representative;
2. Be responsible for:
 - a. Submitting requisitions to the comptroller under any contract; or
 - b. Electronically sending purchase orders directly to vendors, or complying with procedures governing a reverse auction purchase, and electronically sending to the comptroller reports on actual purchases made under this provision that provide the information and are sent at the times required by the comptroller;
3. Be responsible for making payment directly to the vendor;
4. Be responsible for the vendor's compliance with all conditions of delivery and quality of the purchased item.

A district that purchases an item under a state contract or under a reverse auction procedure, sponsored by the comptroller satisfies

PURCHASING AND ACQUISITION

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any state law requiring the district to seek competitive bids for the purchase of the item.

Local Gov't Code 271.083

Multiple Award
Contract Schedule

The comptroller shall develop a schedule of multiple award contracts that have been previously awarded using a competitive process by the federal government or any other governmental entity in any state. *Gov't Code 2155.502(a)*

A district may purchase goods or services directly from a vendor under a contract listed on a schedule developed under Government Code Chapter 2155, Subchapter I. A district contracting for the purchase of an automated information system under a contract listed on a schedule shall comply with Government Code 2157.068(e-1) (Purchase of Information Technology Commodity Items) [see Automated Information System, above]. A purchase authorized by this provision satisfies any requirement of state law relating to competitive bids or proposals.

The price listed for a good or service under a multiple award contract is a maximum price. A district may negotiate a lower price for goods or services under a contract listed on a schedule developed under Government Code Chapter 2155, Subchapter I.

Gov't Code 2155.504

Cooperative
Purchasing
Program

A district may participate in a cooperative purchasing program with another local government of this state or another state or with a local cooperative organization of this state or another state. A district that is participating in a cooperative purchasing program may sign an agreement with another participating local government or a local cooperative organization stating that the district will:

1. Designate a person to act under the direction of, or on behalf of, the district in all matters relating to the program;
2. Make payments to another participating local government or local cooperative organization or directly to a vendor under a contract made under these provisions, as provided in the agreement between the participating local governments or between a local government and a local cooperative organization; and
3. Be responsible for the vendor's compliance relating to the quality of items and terms of delivery, to the extent provided in the agreement between the participating local governments or between a local government and a local cooperative organization.

PURCHASING AND ACQUISITION

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A district that purchases goods or services under these provisions satisfies any state law requiring the district to seek competitive bids for the purchase of the goods or services.

Local Gov't Code 271.102; Atty. Gen. Op. JC-37 (1999)

*Cooperative
Purchasing
Contract Fees*

A district that enters into a purchasing contract valued at \$25,000 or more under Education Code 44.031(a)(5) (interlocal contract), under Local Government Code Chapter 271, Subchapter F (cooperative purchasing program), or under any other cooperative purchasing program authorized for school districts by law shall document any contract-related fee, including any management fee, and the purpose of each fee under the contract.

The amount, purpose, and disposition of any fee described above must be presented in a written report and submitted annually in an open meeting of the board. The written report must appear as an agenda item. The commissioner of education may audit the written report.

Education Code 44.0331

**Commitment of
Current Revenue**

If a contract for the acquisition, including lease, of real or personal property retains to the board the continuing right to terminate at the expiration of each budget period during the term of the contract, is conditioned on a best efforts attempt by the board to obtain and appropriate funds for payment of the contract, or contains both the continuing right to terminate and the best efforts conditions, the contract is a commitment of a district's current revenue only. *Local Gov't Code 271.903*

Change Orders

For provisions regarding change orders, see CV.

Criminal Offenses

An officer, employee, or agent of a district commits an offense if the person with criminal negligence makes or authorizes separate, sequential, or component purchases to avoid the requirements of Education Code 44.031(a) or (b). An offense under this provision is a Class B misdemeanor and is an offense involving moral turpitude.

"Component purchases" means purchases of the component parts of an item that in normal purchasing practices would be made in one purchase. "Separate purchases" means purchases, made separately, of items that in normal purchasing practices would be made in one purchase. "Sequential purchases" means purchases, made over a period, of items that in normal purchasing practices would be made in one purchase.

Education Code 44.032(a)–(b)

PURCHASING AND ACQUISITION

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An officer, employee, or agent of a district commits an offense if the person with criminal negligence violates Education Code 44.031(a) or (b) other than by conduct described by Education Code 44.032(b). An offense under this provision is a Class B misdemeanor and is an offense involving moral turpitude. *Education Code 44.032(c)*

An officer or employee of a district commits an offense if the officer or employee knowingly violates Education Code 44.031, other than by conduct described by Education Code 44.032(b) or (c). An offense under this provision is a Class C misdemeanor. *Education Code 44.032(d)*

Removal from
Office

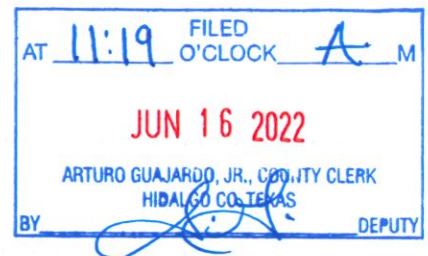
The final conviction of a person other than a trustee of a district for an offense under Education Code 44.032(b) or (c) above results in the immediate removal from office or employment of that person. A trustee who is convicted of an offense under Education Code 44.032 is considered to have committed official misconduct for purposes of Local Government Code Chapter 87, and is subject to removal as provided by that chapter and Texas Constitution Article V, Section 24. For four years after the date of the final conviction, the removed person is ineligible to be a candidate for or to be appointed or elected to a public office in Texas, is ineligible to be employed by or act as an agent for the state or a political subdivision of the state, and is ineligible to receive any compensation through a contract with the state or a political subdivision of the state. *Education Code 44.032(e)*

Injunction

A court may enjoin performance of a contract made in violation of Education Code Chapter 44, Subchapter B. A county attorney, district attorney, criminal district attorney, citizen of the county in which the district is located, or any interested party may bring an action for an injunction. A party who prevails in an action brought under this provision is entitled to reasonable attorney's fees as approved by the court. *Education Code 44.032(f)*

STATE OF TEXAS §

COUNTY OF HIDALGO §



**INTERLOCAL COOPERATION AGREEMENT BETWEEN
THE COUNTY OF HIDALGO, TEXAS,
AND MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
FOR AMERICAN RESCUE PLAN ACT RECOVERY FUNDS**

THIS Agreement is made on and entered into effective as of the 31st day of May, 2022, by and between the **COUNTY OF HIDALGO, TEXAS**, hereinafter referred to as ("County"), and **MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as ("District"), collectively referred to as "Parties" and pursuant to the provisions of the Texas Interlocal Cooperation Act ("Act"), Chapter 791, et seq., Texas Government Code, as follows:

WITNESSETH:

WHEREAS, the District, is organized as an Independent School District under the laws of the State of Texas for the purpose of educating and providing other activities to assist and benefit the youth and general community within its district boundary, and within Hidalgo County; and

WHEREAS, the County is defined as a "Local Government" under the Interlocal Cooperation Act, a political subdivision organized under the laws of the State of Texas; and

WHEREAS, pursuant to Texas Government Code Section 418.108, Hidalgo County Judge Richard Cortez issued a Declaration of Local Disaster for Public Health Emergency on March 17, 2020, due to the imminent threat arising from the Coronavirus (COVID-19); and

WHEREAS, on March 22, 2020, the Commissioners Court of Hidalgo County issued an Order of Continuance of Declaration of Local Disaster for Public Health Emergency; and

WHEREAS, on or about March 11, 2021, the Federal Government passed the American Rescue Plan Act ("ARPA"), including the Coronavirus State and Local Fiscal Recovery Fund (the "SLFRF") which provides for direct payments to qualifying units of local governments to respond to the COVID-19 public health emergency and its economic impacts through eligible uses; and

WHEREAS, the County received a direct distribution of the SLFRF to be used for eligible expenditures that were directly related to and incurred as a result of the COVID-19 public health emergency; and

WHEREAS, pursuant to guidance provided by the United States Department of Treasury: (Coronavirus Relief Fund Guidance for State, Territorial, Local and Tribal Governments) (the "Guidance") issued November 5, 2021, The Interim Final Rule dated May 17, 2021, The Final Rule dated January 6, 2022, and The Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions, (which are attached hereto and incorporated by reference herein as **Exhibit "A"**), the SLFRF allows a recipient to transfer funds to another unit of government, provided that the funds

transferred are used for an eligible use as outlined in section 603 (c)(1) of the Social Security Act, and the Guidance; and

WHEREAS, the County desires to designate a portion of the funds received to be transferred to District to support and expand access to public health services and address educational disparities exacerbated by COVID-19 by providing access to evidence-based mental health services that address the social, emotional, and mental health needs of students in areas of Hidalgo County that have been disproportionately impacted by the COVID-19 public health emergency in compliance with the terms and criteria of the SLFRF and as more fully described below; and

WHEREAS, amounts paid from the SLFRF are subject to restrictions outlined in the Guidance and as set forth in section 603(c) of the Social Security Act, as added by section 9901 of the American Rescue Plan Act; and

WHEREAS, the SLFRF further requires that all recipients and sub-recipient(s) comply with certain terms and conditions more particularly described below and in the Guidance attached as **Exhibit "A"** as well as any future guidance provided by the U.S. Department of Treasury; and

WHEREAS, County and District desire to enter into this agreement for a public purpose and for the benefit of the residents of the County and District and to further detail each party's duties and responsibilities; and

NOW THEREFORE, County and District in consideration of the mutual covenants expressed hereinafter, agree as follows:

SECTION I RULES AND REGULATIONS

1.1 District agrees to abide by the Guidance provided under the ARPA, Coronavirus State and Local Fiscal Recovery Fund, and as more particularly described in section 603(c) of the Social Security Act and any further guidance issued by the United States Department of Treasury. See **Exhibit "A"**

SECTION II DEBARMENT/SUSPENSION CERTIFICATION

2.1 District certifies that District is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System found at <http://sam.gov>.

SECTION III TERMS AND CONDITIONS AND PROPOSED PLAN

3.1 District represents that it has read and understood the terms and conditions of the SLFRF attached hereto as **Exhibit “A”** and as a condition of being a sub-recipient of SLFRF, District agrees to comply with all terms and conditions required of entities accepting funds through a sub-recipient agreement and District further warrants and represents to the County that the funds it will expend meet the criteria allowed under the SLFRF as outlined below:

The ARPA provides that payments from the SLFRF may only be used to fund eligible uses, and specifically in this instance funds are being transferred —

To establish the Youth Wellness Program to support and expand access to public health services and address educational disparities exacerbated by COVID-19 by providing access to evidence-based mental health services that address the social, emotional, and mental health needs of students in areas of Hidalgo County that have been disproportionately impacted by the COVID-19 public health emergency.

As related to the eligible use identified above, costs should be incurred and/or obligated on or after March 3, 2021, and should be expended upon completion of the Youth Wellness Program, and/or by December 31, 2022, whichever occurs first.

For purposes of the ARPA Funds, *incurred* means the unit of local government (sub-recipient) has expended the funds to cover the costs of an eligible expense. Examples of eligible expenses and prohibited costs may be found in the Guidance dated November 5, 2021, in the Interim Final Rule dated May 17, 2021, and the Final Rule dated January 6, 2022, provided in the attached **Exhibit “A”**, and in the additional SLFRF FAQ’s and guidance provided by the U.S. Department of Treasury (dated May 27, 2021, June 8, 2021, June 17, 2021, June 23, 2021, June 24, 2021, July 14, 2021, July 19, 2021, November 15, 2021, January 2022, and April 27, 2022, and any subsequent amendments thereafter) which are attached hereto and incorporated by reference herein as **Exhibit “B” (to include any future updated guidance from the U.S. Treasury)**.

3.2 County has designated funds in the amount of \$60,000.00 to be allocated to District, for eligible expenses for the Youth Wellness Program to support and expand access to public health services and address educational disparities exacerbated by COVID-19 by providing access to evidence-based mental health services that address the social, emotional, and mental health needs of students in areas of Hidalgo County that have been disproportionately impacted by the COVID-19 public health emergency. To that end, District shall provide County with a proposed plan and budget of incurred and proposed expenses within the designated allocation to be made part of this Agreement as **Exhibit “C”**. The plan and budget are intended to demonstrate how District plans to expend the designated funds. The designated funds will be transferred to District for disbursement upon receipt of District’s program plan and budget that meets the guidelines as outlined in the SLFRF.

3.3 Upon execution of the Agreement by all parties and the submission of District’s proposed Budget, the County will disburse thirty-five percent (35%) of SLFRF designated for the District’s Youth Wellness Program noted in Paragraph (3.2) to District for necessary expenses incurred and associated with the development of the program in response to the COVID-19 public health

emergency as set for in the proposed Budget. Remaining funds will be disbursed on an application basis as more fully described below.

3.4 PAYMENT REQUESTS. District shall submit requests to COUNTY on the prescribed Cost Reimbursement/Payment Request form (attached hereto and incorporated by reference as **Exhibit “D”**) with supporting records and documentation necessary for submission to the U.S. Department of Treasury. This will ensure any proposed expenditures comply with the terms and conditions of the SLFRF and this Agreement. Upon District’s representation (to include supporting documentation) that it has complied with the terms of the SLFRF and this sub-recipient Agreement, the COUNTY will disburse funds within thirty (30) days upon receipt of a proper Cost Reimbursement/Payment Request form and internal review and audit procedures. Requests shall be submitted to COVID-19@auditor.co.hidalgo.tx.us.

3.5 In consideration of the District’s representation that it will comply with the terms of the SLFRF and further agrees to comply with the terms of this sub-recipient Agreement, County agrees it will transfer to District the amount necessary to fund the Youth Wellness Program as indicated in the attached **Exhibit “C”**. By December 31, 2022, District shall provide to County proof of disbursements in accordance with the Youth Wellness Program plan for review and auditing by County, if necessary, to ensure the expenditures incurred meet the criteria as set forth in the Youth Wellness Program and the SLFRF.

3.6 District agrees to notify County in writing and obtain from County written approval, prior to any proposed changes, delays or departures from their proposed Youth Wellness Program plan, and/or the requirements of this Agreement. Budget adjustments will be considered and may be submitted to Vidal Roman, Hidalgo County Budget Officer, with final approval of the Hidalgo County Commissioners Court.

3.7 County will not be liable for costs incurred by District before commencement of this Agreement or after termination of this Agreement and will not be responsible for reimbursements pertaining to costs incurred that are not in compliance with this Agreement. District further represents and understands that amounts transferred to District will be released contingent upon submission of an eligible Youth Wellness Program plan with expenses incurred on or after March 3, 2021, which meet the criteria and Guidance provided by the U.S. Treasury and County. See **Exhibits “A” and “B”**.

3.8 Upon request, District agrees to provide County with copies of all current and applicable payment and overtime policies, workers compensation policies, retirement rates, unemployment rates, and any other reimbursable benefit and rates of payment as necessary for performance under this Agreement.

SECTION IV RECORDS AND REPORTS

4.1 District agrees to establish and maintain all necessary records and reports that may be required as outlined by the SLFRF from County. District understands that it is solely District’s

responsibility to keep all records and reports pertaining to SLFRF activity within their district in a manner acceptable to the U.S. Department of Treasury.

4.2 Per the ARPA Guidance, all government recipients are required to keep records sufficient to demonstrate that the amount of Fund payments to the government has been used in accordance with section 603(c) of the Social Security Act.

4.3 Pursuant to ARPA, District, as a sub-recipient of federal funds, must retain records (electronic and otherwise), and any supporting documentation for a minimum of five (5) years after all funds have been expended or returned to Treasury, whichever is later, as outlined in paragraph 4.c. of the Award Terms and Conditions.

4.4 County may direct District to retain documents for a longer period of time or to transfer certain records to County or federal custody when it is determined that the records possess a long term retention value.

4.5 Failure to maintain records and reports as required will result in forfeiture the funds transferred to District from County. In the event the U.S. Department of Treasury disallows expenditures for premium pay submitted by District due to District 's failure to retain and provide necessary records, District understands that any monies reimbursed by County shall then be repaid to County by District in accordance with §8.1.

SECTION V MONITORING VISITS

5.1 District shall give The United States Treasury Department, the Special Inspector General of the U.S. Department of Treasury, the Comptroller General of the United States, County, County Auditor, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things or property, electronic or otherwise, belonging to or in use by District pertaining to this Agreement as it pertains to the use of federal funds for premium pay.

SECTION VI AUDIT REQUIREMENTS

6.1 District agrees to comply with the applicable requirements and standards as set forth in 2 CFR 200 Subpart F §§200.500 – 200.521 which are incorporated by reference herein.

SECTION VII SUSPENSION AND TERMINATION

7.1 District understands that this Agreement may be suspended or terminated if District materially fails to comply with the provisions of the Agreement or the prescribed terms and conditions as provided in the attached **Exhibits "A", "B", and "C"**.

7.2 If District fails to fulfill in a timely and proper manner its obligations under this Agreement, or District violates any of the agreements or stipulations of this Agreement, then the County shall provide District written notification of such non-performance. District will be given ten (10) business days to cure any non-performance. Failure to cure such non-performance will constitute a breach of this Agreement and may be the basis for immediate termination of the Agreement. **Should a breach by the District of this Agreement relate to a violation of federal law or regulation that results in The United States Department of Treasury, General Accounting Office or other applicable overseeing Federal agency demanding reimbursement from the County or the District or its successor, the County will terminate Agreement and seek reimbursement of all funds from District.** District shall not be relieved of the liability to the County for damages sustained by the County by virtue of any breach of this Agreement by District. County may take any and all appropriate action including injunctive relief against District to prevent the continued failure of District to comply with the SLFRF requirements and/or failure to reimburse the County for funds disallowed by the U.S. Department of Treasury. The failure of the County to exercise any right shall in no way constitute a waiver by the County to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

7.3 In addition to the termination provisions stated above, either party may terminate this Agreement with or without cause upon thirty (30) days written notice to each other. Termination of the Agreement does not exempt District's obligation to reimburse County for any incurred expenses disallowed by the U.S. Department of Treasury or any other overseeing federal agency.

SECTION VIII LIABILITY FOR DISALLOWED COSTS

8.1 District understands and agrees that as a sub-recipient under this Agreement it shall be liable to County for any costs disallowed pursuant to financial and compliance audit(s) of District. District further understands and agrees that reimbursement to County of such disallowed costs shall be paid by District from funds that were not provided or otherwise made available to District pursuant to this Agreement or any other federal award.

SECTION IX INDEMNITY CLAUSE

9.1 THE PARTIES AGREE TO BE RESPONSIBLE EACH FOR THEIR OWN NEGLIGENT ACTS OR OMISSIONS, OR OTHER TORTIOUS CONDUCT IN THE COURSE OF THE PERFORMANCE OF THIS AGREEMENT WITHOUT WAIVING ANY SOVEREIGN IMMUNITY, GOVERNMENTAL IMMUNITY, OR OTHER DEFENSES AVAILABLE TO THE PARTIES UNDER FEDERAL OR STATE LAW. NOTHING IN THIS PARAGRAPH SHALL BE CONSTRUED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, IN OR TO ANY THIRD PERSONS OR ENTITIES.

SECTION X CONFLICT OF INTEREST

10.1 District covenants that none of its elected officials, officers, employees, consultants, or agents who exercise influence on the decision-making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities covered by the SLFRF. District agrees that all elected officials, officers, employees, consultants or agents shall comply fully with the requirements of Texas Local Government Code Chapter 171.

10.2 District agrees that no person who is an elected official, officer, employee, consultant, or agent of District's organization or the County's organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities for which District is now seeking funds from the SLFRF.

10.3 District is responsible for repayment of funds associated with any conflict of interest that may occur either knowingly or unknowingly.

SECTION XI MISCELLANEOUS PROVISIONS

11.1 **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflicts exists.

11.2 **No Waiver.** No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

11.3 **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and District, and not otherwise.

11.4 **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

11.5 **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by electronic mail, or (iii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the

parties at the addresses set forth below, or (iv) sent by facsimile to the parties at the addresses set forth below, as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: County of Hidalgo
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, TX 78539
(956)318-2600

With copy to: Vidal Roman
Hidalgo County Budget Officer
2818 S. Bus. Hwy 281
Edinburg, Texas 78539
(956)292-7025
-And-

Ms. Linda Fong, CPFO
Hidalgo County Auditor
2808 S. Bus. Hwy 281
Edinburg, Texas 78539
(956)318-2511

If to District: [Joel Garcia, CPM](#)
[Finance Division | Assistant Superintendent for Finance](#)
[Mission Consolidated Independent School District](#)
[\(956\) 323-5515](#)

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

11.6 Additional Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

11.7 Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

11.8 Assignment. This Agreement shall not be assignable by District.

11.9 **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

11.10 **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

11.11 **Non-Discrimination.** The Agreement and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or County and District policy, including without limitation race, gender, color, national origin, religion, sex, age, veteran status, disability or any other protected status. District shall comply with applicable law, including but not limited to the provisions of Title VI of the Civil Rights Act of 1964.

11.12 **Governmental Purpose.** To the extent applicable, each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

11.13 **Governing Provisions.** Parties shall comply with all applicable laws and regulations. A non-exclusive list of regulations commonly applicable to Federal and State grants and equipment can be found in the 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements.

11.14 **Legal Construction/Severability.** In case any one or more of the provisions contained in this Agreement will for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision thereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

11.15 **Immunity.** This Agreement is expressly made subject to the County's Sovereign Immunity, Title 5 of the Texas Civil Practice and Remedies Code and District's governmental immunity, and all applicable federal and state law. The Parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of immunities from suit or from liability that the County or District has by operation of law.

11.16 **Authority to Execute.** The execution and performance of this Agreement by County and District have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and District in accordance with its terms.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

DISTRICT

THE COUNTY OF HIDALGO

Carol G. Perez

Carol G. Perez (Jul 19, 2022 16:07 CDT)

Dr. Carol G. Perez, Superintendent

Richard F. Cortez

Richard F. Cortez, County Judge

ATTEST

Arturo Guajardo, Jr.
Arturo Guajardo, Jr., County Clerk



APPROVED BY
COMMISSIONERS COURT
ON: 5/31/22 ms

Approved by Hidalgo County Commissioners Court on May 31, 2022.

APPROVED AS TO FORM FOR COUNTY:

Office of Hidalgo County Criminal District Attorney,
Ricardo Rodriguez, Jr.

By: Josephine Ramirez-Solis

Josephine Ramirez-Solis, Assistant District Attorney

Reviewed by:

Joel Garcia

Joel Garcia (Jul 19, 2022 14:40 CDT)

Joel Garcia, CPM

Finance Division | Assistant Superintendent for Finance
Mission Consolidated Independent School District

cc:

Lorena Garcia

Deputy Superintendent for Support Services

Mission Consolidated Independent School District

TABLE OF EXHIBITS

- EXHIBIT – A** **Coronavirus Relief Fund Guidance for State, Territorial, Local and Tribal Governments) (the “Guidance”) issued November 5, 2021; The Interim Final Rule dated May 17, 2021; The Final Rule dated January 6, 2022; and The Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions– to include any future updated guidance**
- EXHIBIT – B** **Coronavirus State and Local Fiscal Recovery Funds FAQ’s issued on May 27, 2021, June 8, 2021, June 8, 2021, June 17, 2021, June 23, 2021, June 24, 2021, July 14, 2021, July 19, 2021, November 15, 2021, January 2022, and April 27, 2022 – to include any future updated guidance**
- EXHIBIT – C** **Youth Wellness Program Plan and Proposed Budget**



Risk Assessment Tool	
Subrecipient Name	Mission Consolidated Independent School District
Project Title	Mission CISD Youth Wellness Camp Pilot Project
ARPA Project Number	22-110-086
Fiscal Impact	\$60,000.00
Grant Period	June - December 2022
Monitor Period	Through December 31, 2031

Authorized Grantee Representative		
Individual who is appropriately authorized to attest to the accuracy of the information below.		
Name	Title	Signature
Phone Number	Email	

#	Question	Response - Select from Dropdown	Comments
1	Does your organization have any grant experience? (If yes, provide types of grants and grant names.		
2	Has your organization managed federally funded grant programming in the last 24 months? (If yes, provide a list of current grants)		
3	Was your organization subject to financial and/or single audits in the last 24 months? If Yes, provide copies of audits.		
4	Is your organization free of any audit findings within the last 5 years? If No, provide findings, management responses and status of findings.		
5	Has your organization taken appropriate and timely action to remedy prior findings?		
6	Has your organization undergone any annual Federal or State Compliance or monitoring related activities?		
7	Does your organization have the capacity to manage and implement federal regulations, such as 2 CFR 200, segregation of duties, cash handling, contracting procedures, and personnel and travel policies? (2 CFR 200.303 - Internal Controls)		
8	Does your organization have written policies and procedures in place that are in alignment with 2 CFR 200 for the items below?		
	1) Ethics/ Professional Conduct (Provide copy.)		
	2) Conflict of Interest Policy (Provide copy.)		
	3) Purchasing/Procurement (Provide copy.)		
	4) Segregation of Duties (Provide copy.)		
	5) Monitoring the use of grant funds (Provide copy.)		
9	Has key staff been instrumental in the funds process and generally remained stable in the past 2 years?		
10	Does your organization have the necessary personnel to ensure that documents and/or status reports are provided to the County as required?		
11	Does your organization maintain an inventory of federal government property that, at a minimum, identifies purchase date, cost, vendor, description, serial number, location and disposition of equipment? (If Yes, provide a copy of the inventory log.)		
12	Has your organization's financial or grant management system (technology or other) remained unchanged in the last 12 months? If changes were made, please explain in the comments section.		
13	Does your organization's accounting system segregate expenditures by funding source? (Per 2 CFR 200.302, systems must be sufficient to permit the preparation of reports and tracing of funds.)		
14	Does your organization have an active SAM.gov account that is not debarred, suspended or federal debt delinquent? (If Yes, provide a copy from SAM.gov .)		
15	Does your entity maintain central file locations for all grants, loans or other types of financial assistance?		
16	Has your entity been consistent and timely with prior program reporting requirements?		
17	Have your entity's financial reports for any previous programming been adequate, accurate and timely?		

HC_MissionCISD_Youth_Camp_Interlocal_Agreement

Final Audit Report

2022-07-19

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EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
CONFLICT OF INTEREST

DBD
(LEGAL)

**Prohibited Activities
by Public Servants—
State Law**

“Public servant” means a person elected, selected, appointed, employed, or otherwise designated as an officer, employee, or agent of government, even if the person has not yet qualified for office or assumed his or her duties. *Penal Code 1.07(a)(41)(A), (E)*

Bribery

A person commits an offense if the person intentionally or knowingly offers, confers, or agrees to confer on another, or solicits, accepts, or agrees to accept from another, any benefit:

1. As consideration for the recipient’s decision, opinion, recommendation, vote, or other exercise of discretion as a public servant;
2. As consideration for a violation of a duty imposed by law on a public servant; or
3. That is a political contribution as defined by Election Code Title 15 or an expenditure made and reported in accordance with Government Code Chapter 305 (regarding registration of lobbyists), if the benefit was offered, conferred, solicited, accepted, or agreed to pursuant to an express agreement to take or withhold a specific exercise of official discretion, if such exercise of official discretion would not have been taken or withheld but for the benefit.

“Benefit” means anything reasonably regarded as pecuniary gain or pecuniary advantage, including benefit to any other person in whose welfare the beneficiary has a direct and substantial interest.

Penal Code 36.01(3), .02

Illegal Gifts

A public servant who exercises discretion in connection with contracts, purchases, payments, claims, or other pecuniary transactions of government commits an offense if the public servant solicits, accepts, or agrees to accept any benefit from a person the public servant knows is interested in or likely to become interested in any contract, purchase, payment, claim or transaction involving the exercise of the public servant’s discretion. *Penal Code 36.08(d)*

A public servant who receives an unsolicited benefit that the public servant is prohibited from accepting under the provisions above may donate the benefit to a governmental entity that has the authority to accept the gift or may donate the benefit to a recognized tax exempt charitable organization formed for educational, religious, or scientific purposes. *Penal Code 36.08(d), (i)*

Exceptions

Illegal Gifts does not apply to:

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
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1. A fee prescribed by law to be received by a public servant or any other benefit to which the public servant is lawfully entitled or for which the public servant gives legitimate consideration in a capacity other than as a public servant;
2. A gift or other benefit conferred on account of kinship or a personal, professional, or business relationship independent of the official status of the recipient;
3. A benefit to a public servant required to file a statement under Government Code Chapter 572 or a report under Election Code Title 15 that is derived from a function in honor or appreciation of the recipient if:
 - a. The benefit and the source of any benefit in excess of \$50 is reported in the statement; and
 - b. The benefit is used solely to defray the expenses that accrue in the performance of duties or activities in connection with the office which are nonreimbursable by the state or political subdivision;
4. A political contribution as defined by Election Code Title 15;
5. An item with a value of less than \$50, excluding cash or a negotiable instrument as described by Business and Commerce Code 3.104;
6. An item issued by a governmental entity that allows the use of property or facilities owned, leased, or operated by the governmental entity; or
7. Food, lodging, transportation, or entertainment accepted as a guest and, if the donee is required by law to report those items, reported by the donee in accordance with that law.

Penal Code 36.10

Honoraria and
Expenses

A public servant commits an offense if the public servant solicits, accepts, or agrees to accept an honorarium in consideration for services that the public servant would not have been requested to provide but for the person's official position or duties. This provision does not prohibit a public servant from accepting transportation and lodging expenses or meals in connection with a conference or similar event in which the public servant renders services, such as addressing an audience or engaging in a seminar, to the extent those services are more than merely perfunctory. *Penal Code 36.07*

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
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Abuse of Official
Capacity

A public servant commits an offense if, with intent to obtain a benefit or with intent to harm or defraud another, he intentionally or knowingly violates a law relating to the public servant's office or employment, or misuses government property, services, personnel, or any other thing of value, belonging to the government that has come into the public servant's custody or possession by virtue of the public servant's office or employment. *Penal Code 39.02(a)*

"Law relating to a public servant's office or employment" means a law that specifically applies to a person acting in the capacity of a public servant and that directly or indirectly imposes a duty on the public servant or governs the conduct of the public servant. *Penal Code 39.01(1)*

"Misuse" means to deal with property contrary to:

1. An agreement under which the public servant holds the property;
2. A contract of employment or oath of office of a public servant;
3. A law, including provisions of the General Appropriations Act specifically relating to government property, that prescribes the manner of custody or disposition of the property; or
4. A limited purpose for which the property is delivered or received.

Penal Code 39.01(2)

**Misuse of Official
Information**

A public servant commits an offense if, in reliance on information to which the public servant has access by virtue of the person's office or employment and that has not been made public, the person:

1. Acquires or aids another to acquire a pecuniary interest in any property, transaction, or enterprise that may be affected by the information;
2. Speculates or aids another to speculate on the basis of the information; or
3. As a public servant, including as a school administrator, coerces another into suppressing or failing to report that information to a law enforcement agency.

A public servant commits an offense if with intent to obtain a benefit or with intent to harm or defraud another, the public servant discloses or uses information for a nongovernmental purpose that:

1. The person has access to by means of the person's office or employment; and

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
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2. Has not been made public.

“Information that has not been made public” means any information to which the public does not generally have access, and that is prohibited from disclosure under Government Code Chapter 552 (the Public Information Act).

Penal Code 39.06(a), (b), (d)

**Instructional
Materials Violations
— Commissions**

An administrator or teacher commits an offense if the person receives any commission or rebate on any instructional materials or technological equipment used in the schools with which the person is associated. *Education Code 31.152(a)*

**Instructional
Materials Violations
— Conflict**

An administrator or teacher commits an offense if the person accepts a gift, favor, or service that:

1. Is given to the person or the person’s school;
2. Might reasonably tend to influence the person in the selection of instructional materials or technological equipment; and
3. Could not be lawfully purchased with state instructional material funds.

“Gift, favor, or service” does not include staff development, in-service, or teacher training; or ancillary materials, such as maps or worksheets, that convey information to the student or otherwise contribute to the learning process.

Education Code 31.152(b)–(d)

**Instructional
Materials Violations
— Purchase and
Distribution**

A person commits a Class C misdemeanor offense if the person knowingly violates any law providing for the purchase or distribution of free instructional materials for the public schools. *Education Code 31.153*

Holding Civil Office

No person shall hold or exercise at the same time more than one civil office of emolument, except for offices listed in the constitutional provision, unless otherwise specifically provided. *Tex. Const., Art. XVI, Sec. 40(a)*

A position in or membership in the Texas military forces is not considered to be a civil office of emolument. *Gov’t Code 437.203*

Individuals who receive all or part of their compensation either directly or indirectly from funds of the state of Texas and who are not state officers shall not be barred from serving as members of the governing bodies of school districts (other than those in which they are employed), cities, towns, or other local governmental districts. Such individuals may not receive a salary for serving as members of such governing bodies, except that a schoolteacher, retired

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
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schoolteacher, or retired school administrator may receive compensation for serving as a member of a governing body of a school district, city, town, or local governmental district, including a water district created under Section 59, Article XVI, or Section 52, Article III. *Tex. Const., Art. XVI, Sec. 40(b)*

**Conflicts Disclosure
Statement**

A local government officer shall file a conflicts disclosure statement with respect to a vendor if the vendor enters into a contract with the district or the district is considering entering into a contract with the vendor; and the vendor:

1. Has an employment or other business relationship with the local government officer or a family member of the officer, and the business relationship results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that:
 - a. A contract between the district and the vendor has been executed; or
 - b. The district is considering entering into a contract with the vendor;
2. Has given to the local government officer or a family member of the officer one or more gifts, as defined by law, and the gift or gifts have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - a. A contract between the district and the vendor has been executed; or
 - b. The district is considering entering into a contract with the vendor; or
3. Has a family relationship with the local government officer.

A local government officer is not required to file a conflicts disclosure statement in relation to a gift accepted by the officer or a family member of the officer if the gift is a political contribution as defined by Title 15, Election Code, or food accepted as a guest.

Local Gov't Code 176.003(a)–(a-1)

Definitions

“Local government officer” means a member of the board; the superintendent; or an agent (including an employee) of the district who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. *Local Gov't Code 176.001(1), (4)*

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
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DBD
(LEGAL)

“Gift” means a benefit offered by a person, including food, lodging, transportation, and entertainment accepted as a guest. The term does not include a benefit offered on account of kinship or a personal, professional, or business relationship independent of the official status of the recipient. *Local Gov’t Code 176.001(2-b)*

Note: For additional provisions and definitions relating to conflict disclosure statements, see BBFA(LEGAL).

**Personal Services
Performed by
Superintendent**

A superintendent of a school district may not receive any financial benefit for personal services performed by the superintendent for any business entity that conducts or solicits business with the district. Any financial benefit received by a superintendent for performing personal services for any other entity, including a school district, open-enrollment charter school, regional education service center, or public or private institution of higher education, must be approved by the board on a case-by-case basis in an open meeting. The receipt of reimbursement for a reasonable expense is not considered a financial benefit. *Education Code 11.201(e)*

Note: See also CBB for requirements when federal funds are involved.



Federal Grant Policies and Procedures Manual

These federal grant policies and procedures are applicable to all federal grants awarded to the District. All employees who deal with federal grants must be familiar with them and must fully comply with all requirements contained herein.

Federal Grant Policies and Procedures Manual

Pursuant to Requirements in 2 CFR Part 200: **Uniform Administrative Requirements, Cost Principles, and** **Audit Requirements for Federal Awards, and** **Education Department General Administrative Regulations (EDGAR)**

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Appendix

Introduction

Purpose

This manual sets forth the policies and procedures used by Mission CISD to administer federal funds pursuant to [Title 2 of the Code of Federal Regulations \(2 CFR\) Part 200](#), which took effect for non-federal entities on December 26, 2014. It also includes requirements and references from the federal regulations in [EDGAR](#) (*Education Department General Administrative Regulations*) as well as certain policies and laws pertaining specifically to Texas school districts.

The manual contains the internal controls and grant management standards used by the District to ensure that all federal funds are lawfully expended. It describes in detail or references the District's financial management system, including cash management procedures; procurement policies; inventory management protocols; procedures for determining the allowability of federal expenditures; time-and-effort reporting; record retention; and monitoring responsibilities. All employees of the District who deal with federal funds in any capacity are expected to review this manual to gain familiarity and understanding of the District's rules and practices and to comply with all requirements.

Effective Date

For awards made prior to December 26, 2014, the uniform requirements found in 34 CFR Parts 74 and 80 of [EDGAR](#) still apply. For awards made on or after December 26, 2014, the uniform grant guidance in [2 CFR Part 200](#) applies. Much of the substance found in the previous 34 CFR Parts 74 and 80 is now found in 2 CFR Part 200.

Therefore, for formula grants administered by the Texas Education Agency (TEA), the policies and procedures in this document are in effect beginning July 1, 2015, in conjunction with the formula grant period that begins July 1, 2015. These policies and procedures will also be in effect for any new discretionary grants administered by TEA that begin on or after July 1, 2015.

For existing multi-year discretionary grants administered by TEA or by another awarding agency where the initial grant period began before July 1, 2015, the policies and procedures that were previously in effect remain in effect for the duration of that multi-year project period unless significant changes are made to the program. In that case, the policies and procedures in this document are in effect beginning with the year that significant changes were in effect.

In all cases, the Notice of Grant Award (NOGA) from TEA or the Grant Award Notification (GAN) from another awarding agency will specify which set of rules is in effect for that particular grant. If the grant award specifies that grantees must comply with 2 CFR Part 200 or with the requirements in EDGAR, then the policies and procedures contained in this manual must be followed.

Type of Grant	Effective Date of These Policies and Procedures
Formula grants administered by TEA that begin on or after July 1, 2015	July 1, 2015
Discretionary grants administered by TEA that begin on or after July 1, 2015	July 1, 2015
Multi-year discretionary grants that began prior to July 1, 2015	Follow the policies and procedures that were in effect prior to these unless there are significant changes to the discretionary grant, at which time the policies and procedures in this document will take effect.

Special Note: The District must maintain all policies and procedures that previously applied to federal grants for five years after the ending date of those grants for audit and monitoring purposes. The previously-used policies and procedures are in effect for any grants that were awarded prior to December 26, 2014.

Scope

The policies and procedures contained within this manual apply to all federal grants received by the District and to all employees of the District.

Monitoring for Compliance and Consequences for Non-compliance

The District is responsible for complying with all requirements of each federal award (2 CFR 200.300[b]). Compliance with these policies and procedures is monitored by the District. Failure of a district employee to comply with any of these requirements may result in disciplinary action, up to and including termination.

Definitions

Definitions as they pertain to federal grants appear in two places: *34 CFR Part 77 - Definitions That Apply to Department Regulations*, and *2 CFR Part 200, Subpart A*, which relate to the policies and procedures in this document. District employees who deal with federal grants must be familiar with the definitions in both.

Two terms used frequently in 2 CFR Part 200 are “state-administered grants” and “direct grants.” “*State-administered grants*” are those grants that pass through a state agency (i.e., a *pass-through agency*) such as TEA. The majority of grants the District receives are state-administered grants. Both TEA and the subgrantees must comply with the requirements in 34 CFR Part 76 in addition to the requirements in 2 CFR Part 200.

“*Direct grants*” are those grants that do *not* pass through another agency such as TEA and are awarded directly by the federal awarding agency to the grantee organization. These are usually discretionary grants that are awarded by the U.S. Department of Education (USDE) or by another federal awarding agency. In many instances, TEA may apply for a direct grant from the USDE on a competitive basis and then award subgrants. Or the District may apply directly from the USDE for a competitive grant. In either case, these grants are “*direct grants*,” and the District must comply with the requirements in 34 CFR Part 75 in addition to the requirements in 2 CFR Part 200.

All of the requirements outlined in these policies and procedures apply to both *direct* grants and *state-administered* grants.

The federal provisions contained and referenced in this document apply to all non-federal entities receiving and expending federal funds. A “non-federal entity” as defined in 2 CFR Part 200 means, “a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a federal award as a recipient or subrecipient.” Thus, for the purposes of these federal grant policies and procedures, a “non-federal entity” means a school district, open-enrollment charter school, or regional education service center (ESC).

Education Department General Administrative Regulations (EDGAR)

The USDE adopts the uniform grant guidance in 2 CFR Part 200 as its regulations in 2 CFR Part 3474 (with two minor exceptions), which gives regulatory effect to the Office of Management and Budget (OMB) guidance in 2 CFR Part 200. Therefore, as of December 26, 2014, EDGAR now consists of:

EDGAR	Applicability
34 CFR Part 75 – Direct Grant Programs	Applies to grants awarded directly to the District by the USDE or by another federal awarding agency; also

	applies to subgrants awarded by TEA for a competitive grant that TEA applied for and received
34 CFR Part 76 – State-Administered Programs	Applies to all formula grants administered by TEA and to all grants allocated to TEA based on a formula
34 CFR Part 77– Definitions that Apply to Department Regulations	Applies to all federal education grants
34 CFR Part 81 – General Education Provisions Act (GEPA) – Enforcement	Applies to all federal education grants
34 CFR Part 82 – New Restrictions on Lobbying	All federal grants (government-wide)
34 CFR Part 84 – Government-wide Requirements for Drug-Free Workplace	Applies to all entities that receive grants directly from the USDE or from any other federal agency. It does not apply to LEAs that only receive funds through TEA or another pass-through agency.
34 CFR Part 86 – Drug and Alcohol Abuse Prevention	Applies to IHEs (i.e., colleges and universities) receiving federal funds directly from the USDE or any other federal agency
34 CFR Part 97 – Protection of Human Subjects	Applies to all research involving human subjects conducted, supported, or otherwise subject to regulation by the USDE or any other federal department or agency that makes it applicable. There are exemptions for certain educational activities.
34 CFR Part 98 – Student Rights in Research, Experimental Programs, and Testing	Applies to all federal education grants unless specifically exempted in the regulations
34 CFR Part 99 – Family Educational Rights and Privacy	Applies to all entities receiving federal education funds
2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards	Applies to all new federal grants awarded as of December 26, 2014
2 CFR Part 3474 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (adopts 2 CFR Part 200 in its entirety with two minor exceptions)	Applies to all federal education grants awarded as of December 26, 2014
2 CFR Part 3485 – Nonprocurement Debarment and Suspension	Applies to all entities that receive federal grants, subgrants, and subcontracts (government-wide)

34 CFR Part 74, which previously applied to IHEs and non-profit organizations, was removed from EDGAR. 34 CFR Part 80, which previously applied to state and local governments

(including school districts, open-enrollment charter schools, and ESCs), was also removed in the new EDGAR but is reserved for future use. The uniform grant requirements that were previously in 34 CFR Parts 74 and 80 are now outlined in 2 CFR Part 200.

For grants that were awarded prior to December 26, 2014, the regulations in [34 CFR Parts 74 and 80](#) still apply. Grantees must maintain access to those parts as long as those grants are in effect and for five years after the ending date of the grant.

The following table provides the regulations that were in effect *prior to* December 26, 2014, and the regulations that are in effect *on or after* December 26, 2014.

Applicable to Grants Awarded <u>Prior to</u> December 26, 2014	Applicable to Grants Awarded <u>On or After</u> December 26, 2014
34 CFR Part 74 (OMB Circular A-110) and 34 CFR Part 80 (OMB Circular A-102)	2 CFR Part 200, Subparts B, C, and D
OMB Circulars A-21, A-87, and A-122 (Federal cost principles)	2 CFR Part 200, Subpart E
OMB Circular A-133, Audits	2 CFR Part 200, Subpart F
34 CFR Parts 75 - 99	34 CFR Parts 75-79 and 81-99

Organization of District

The District is organized into the following departments and divisions:

See Appendix - Organizational Chart for Mission CISD

I. Federal Grant Application Process

TEA Grants

The majority of federal grants the District applies for and receives are *formula* grants administered by TEA (i.e., state-administered grants). The District may also apply for and receive *discretionary* grants from TEA or directly from the USDE or another federal awarding agency. The policies and procedures outlined in this document apply to all federal formula and discretionary grants, regardless of the awarding agency. Federal agencies that award direct grants

may impose requirements or conditions that are not addressed herein and that may result in the need to create additional policies and/or procedures to comply with those requirements.

Refer to TEA's [Grant Process](#) for a description of their process for administering state and federal formula and discretionary grants. Also refer to TEA's description of [Applying for a Grant](#) for information on allocations, notices of grant funding opportunities, and the competitive review process.

Request for Application (RFA)

TEA publishes a *Request for Application* (RFA) for each grant (formula and discretionary) and posts all grants on the [TEA Grant Opportunities](#) page. Some grants are available only in eGrants, while others are available only in paper. Applicants for eGrants must be approved for access to [TEA Secure Applications \(TEASE\)](#) before applying for an eGrant. Each District staff member who wishes to access the application must ensure they are approved for access to eGrants in sufficient time to allow timely access to the electronic application.

The process an applicant must follow to apply for funds is different for eGrants than for paper applications. Applicants can find detailed information about individual grants by selecting a grant from the **Application Name** dropdown list on the [TEA Grant Opportunities](#) page. For each individual grant available, the following information is displayed:

- **Program Information:** Briefly describes the program purpose and lists eligible applicants and eligibility criteria
- **Eligibility:** Describes organizations that are eligible to apply for the grant
- **Statutory Authority:** Cites the legislation that authorizes the grant
- **Funding Information:** Provides the start and ending date of the grant, whether it is state or federal, and the total amount that will be awarded
- **Application and Support Information:** Lists links to components of the Request for Application (RFA) such as the General and Fiscal Guidelines, Program Guidelines, Application, and any other pertinent grant materials, such as the announcement letter and any issued errata notices
- **Critical Events:** Lists all deadlines associated with the grant, including the application due date, amendment due date, and fiscal and programmatic reporting due dates
- **Contact Information:** Lists the TEA program and fiscal contacts. The TEA Program Contact can provide information about eligibility, program purpose or description, or allowable uses of funds. The TEA Funding Contact can answer questions about the grant application, including allocation and amendment questions.

Each RFA published by TEA includes the [General and Fiscal Guidelines](#) that apply to all federal and state grants, the *Program Guidelines* (that apply to a specific grant program), and the [General Provisions and Assurances](#) that apply to all grants administered by TEA. District employees who

manage the program or fiscal aspects of any TEA grant should consult the *General and Fiscal Guidelines* regularly and frequently, as they may change or be updated periodically.

All employees who deal with federal grants must also carefully review and be familiar with all [Provisions and Assurances](#), as applicable:

- *General Provisions and Assurances*: Required for every TEA grant agreement
- *Debarment and Suspension*: Required for all federal grants, regardless of dollar amount
- *Lobbying Certification*: Required for all federal grants greater than \$100,000
- *No Child Left Behind Act of 2001*: Required for all programs funded under the Elementary and Secondary Education Act of 1965, as amended by Public Law 107-110, No Child Left Behind Act of 2001

The RFA also includes the grant application (i.e., Standard Application System, or SAS) and the instructions for completing the SAS schedules (i.e., forms). Program managers preparing grant applications should carefully review all contents of the RFA package *prior to planning and developing a grant application* to ensure all requirements are met and the application is completed correctly. Some applications require advance coordination among district staff and/or among other entities such as local businesses, community organizations, or institutions of higher education (IHEs, i.e., colleges and universities).

Submitting Complete Applications on Time

It is equally important that federal grant applications be prepared and submitted *on time*. For formula grants administered by TEA that usually begin July 1, the District cannot obligate funds and begin grant activities until the District submits the application to TEA in *substantially approvable form*. In order to prevent unnecessary delays in program implementation and the provision of services to students, it is the policy of the District that all formula grant applications will be submitted as soon as possible but no later than July 1 unless a later grant beginning date is published by TEA. TEA will process the applications in the order received.

For *competitive discretionary grants*, it is the policy of the District that those applications be submitted in sufficient time for TEA to *receive* the application by the established deadline date and time specified in the competitive RFA. Failure for TEA to *receive* the application by the specified deadline date and time will render the application ineligible for consideration for review and scoring and for funding. In addition, all required forms must be completed in accordance with the instructions in the RFA in order to be eligible for consideration for funding. The program manager assigned to the grant is responsible for ensuring the application is completed accurately and submitted on time to TEA.

Authorized Official

The person signing/certifying the application must be an authorized official of the District who will represent the District in the event of a legal dispute. The Superintendent or Program Managers, in his or her absence, is the authorized official for this District. By signing/certifying the application, the authorized official is certifying that he or she will comply with the terms and conditions of the grant, all applicable provisions and assurances, and the approved application. The signed/certified application submitted to TEA, and the NOGA issued by TEA, together constitute a legally binding contractual agreement between the District and TEA. Campus principals do not have the authority to submit a grant application.

District program staff, fiscal staff, and management are responsible for knowing all requirements and for complying with them. It is the policy of the District that the grant program described in the application is carried out in compliance with applicable statutes, regulations, rules, and guidelines, and in accordance with the approved application to achieve maximum efficiency and effectiveness with the goal of providing an integrated, coordinated delivery of services for students. Grant funds will be obligated, expended, and accounted for in an environment based on ethical principles and sound business practices.

The District program manager assigned to the grant program is responsible and held accountable for knowing the program requirements, fiscal requirements, and reporting requirements. In addition to the policies and procedures outlined in this manual, the program manager may be required to develop additional policies and procedures in order to comply with the specific requirements that may apply to a particular grant program. Any such additional policies and procedures must be used in conjunction with the policies and procedures outlined in this manual.

TEA monitors federal grants for compliance with fiscal and program requirements. In addition, the District's independent auditor is required to determine compliance with certain requirements during the annual independent audit. Failure to comply with applicable statutes, regulations, rules, and guidelines or to implement the grant program in accordance with the approved application could result in the District being identified as a high-risk grantee and having corrective actions or additional sanctions imposed by TEA or other awarding agency; the repayment of federal dollars as a result of monitoring or audit findings; or termination of the grant. Refer to TEA's [Corrective Actions Related to Federal Grants](#) for more information related to potential actions for noncompliance.

Other Federal Grants

The assigned program manager is responsible for monitoring grant opportunities that may be available from agencies other than TEA. Approval from the Superintendent to pursue the grant

opportunity must be obtained in advance of completing and submitting the application. An authorized official of the District (as previously described) must sign/certify the application prior to submittal.

Opportunities for other federal grants passed through other state agencies might be published in the [Texas Register](#) in the “IN ADDITION” section. Opportunities for federal grants available directly from the USDE or from another federal awarding agency are published in www.grants.gov.

II. Financial Management System

A. Overview

Federal regulations require grantees to use fiscal control and fund accounting procedures that insure proper disbursement of and accounting for federal funds (34 CFR 76.702 and 2 CFR 200.302). Implementing and maintaining a proper accounting system is a fiduciary responsibility associated with receiving a federal award. The acceptance of an award creates a legal duty on the part of the District to use the funds or property made available under the award in accordance with the terms and conditions of the grant. The approved grant application itself constitutes an accounting document in that it establishes the purpose and amount of the awarding agency’s obligation to the grantee. In turn, it establishes a commitment by the District to perform and expend funds in accordance with the approved grant agreement and the applicable laws, regulations, rules, and guidelines. 2 CFR § 200.300(b)

The District maintains a proper financial management system in order to receive both direct and state-administered grants and to expend funds associated with a grant award. Certain fiscal controls and procedures are in place to ensure that all federal financial management system requirements are met. Failure by the District to meet a requirement may result in return of funds or termination of the award.

Financial management requirements for Texas school districts are established through a pyramid consisting of

- federal regulations
- *Texas Education Code* (TEC)
- *Texas Administrative Code* (TAC), Title 19
- TEA’s *Financial Accountability System Resource Guide* (FASRG)

Texas Law and Rule

TEC, Section 44.007 requires the State Board of Education (SBOE) to establish a mandatory fiscal accounting system with which all school districts, ESCs, and open-enrollment charter schools in Texas must comply. TEC further requires each school district and open-enrollment charter school to adopt and install a standard accounting system that conforms with generally accepted accounting principles (GAAP) and that meets the minimum requirements prescribed by the commissioner of education. It also requires these entities to maintain records of all revenues and expenditures.

[Title 19 of the Texas Administrative Code \(19 TAC\), Chapter 109](#), establishes the SBOE rule for school district budgeting, accounting, and financial reporting. The detailed requirements of the financial accounting system adopted by the SBOE are published in TEA's [FASRG](#) (*Financial Accountability System Resource Guide*), adopted and incorporated by reference as TEA's official rule.

FASRG currently consists of the following 11 modules:

- Module 1 – Financial Accounting & Reporting (FAR)
- Module 2 – Budgeting
- Module 3 – Purchasing
- Module 4 – Auditing
- Module 5 – Site-Based Decision Making
- Module 6 – Accountability
- Module 7 – Data Collection & Reporting
- Module 8 – Management
- Module 9 – State Compensatory Education
- Module 10 – Special Supplement – Charter Schools
- Module 11 – Special Supplement – Non-profit Charter School Chart of Accounts

B. Financial Management Standards

The federal standards for financial management systems are found at 2 CFR § 200.302. The mandatory accounting requirements established by TEA in the [Financial Accountability System Resource Guide \(FASRG\)](#) conform to these federal financial management standards. Therefore, in accordance with federal regulations, the District's financial management system, including

records documenting compliance with federal statutes, regulations, and the terms and conditions of the award, is sufficient to permit:

- the preparation of reports required by general and program-specific terms and conditions; and
- the tracing of funds to a level of expenditures adequate to establish that funds have been used according to the federal statutes, regulations, and the terms and conditions of the federal award.

The District complies with the required federal standards for financial management systems by complying with the minimum budgeting, accounting, auditing, and reporting requirements established in TEA's [*Financial Accounting and Reporting \(FAR\) Module 1*](#) of the FASRG. Based on generally accepted accounting principles, FAR details a mandatory account code structure which all school districts, ESCs, and open-enrollment charter schools must use in accounting for all funds received and expended, including state and local funds and federal grant funds.

FAR establishes uniformity in governmental accounting and specifies a *mandatory* account code structure consisting of a minimum of 15 digits, plus 5 digits used at local option (for a total of 20 possible digits). For each accounting transaction, the minimum 15-digit account code structure consists of a *fund code*, *function code*, *object code*, *organization code*, *fiscal year code*, and *program intent code*, each serving a different purpose in designating the use of funds, campus served, and student population served.

The mandatory account code structure begins with a 3-digit fund code, which designates the funding source, e.g., the general fund, food service fund, a specific grant (referred to as a *special revenue code*), etc. A different 3-digit fund code is provided for fiscal agents of a shared services arrangement (SSA).

Each accounting transaction recorded in the general ledger must begin with the 3-digit fund code (*net asset code* for nonprofit open-enrollment charter schools). For example, the 3-digit fund code for Title I, Part A is 211. The budget and all revenues and expenditures for Title I, Part A must be recorded in the accounting records using this specific fund code.

Additionally, 2 CFR § 76.760(b) authorizes grantees to use more than one program to support an activity if the grantee has an accounting system that permits the identification of costs paid for under each program. The fund accounting system in FAR accommodates this requirement.

Identification of All Federal Awards

The District identifies, in its accounts, all federal awards received and expended and the federal programs under which they were received. Federal program and award identification includes, as applicable, the Catalog of Federal Domestic Assistance (CFDA) title and number, federal award identification number and year, name of the federal agency, and, if applicable, name of the pass-through entity. Upon receipt of each grant award, the District obtains the required information from TEA's Notice of Grant Award (NOGA) or other awarding agency's Grant Award Notification (GAN) and enters the information in the general ledger using the assigned 3-digit fund code.

Financial Reporting

Accountability is the paramount objective of financial reporting. Accurate, current, and complete disclosure of the financial results of each federal award or program is made in accordance with the financial reporting requirements set forth in 2 CFR § 200.327 - .328 and in EDGAR. The District collects and reports financial information with the frequency required in the terms and conditions of the award and monitors its activities under federal awards to assure compliance with applicable federal requirements.

Monthly expenditure reports are generated by District Accountants and reviewed by Program Managers for anomalies, inconsistencies, or errors through the districts' Munis finance system.

Accounting Records

The District maintains records which adequately identify the source and application (i.e., use) of funds provided for federally-assisted activities. In accordance with federal regulations, these records contain information pertaining to grant or subgrant awards, authorizations, obligations, unobligated balances, assets, expenditures, income, and interest. All transactions are supported by source documentation (i.e., purchase orders/requisitions, invoices, receipts, travel vouchers, time-and-effort documentation and employee salary records, copies of checks, etc.).

The accounting system mandated in FAR conforms to generally accepted accounting principles (GAAP). The accounting structure is organized and operated on a fund basis and is organization-wide covering all funds. The District uses the 3-digit fund code specified in FAR for each grant received to identify the source of funds. The use of funds is identified by using the required function code, object code, organization code, program intent code, and fiscal year code specified in FAR.

The District uses the minimum 20-digit account code structure mandated in FAR to record all revenues, encumbrances, and expenditures. The Finance Director is responsible for ensuring the

District uses the 20-digit account code structure to record all accounting transactions. The Director for Finance is responsible for ensuring the District uses the 20-digit account code structure to record all accounting transactions. The Purchasing procurement flow chart illustrates the purchase order requisition process (see Appendix). Receiving campus/department is responsible for verifying all items on purchase order and once verified receiving copy must be signed and sent to Accounts Payable Department for payment.

Internal Controls

Effective control and accountability must be established and maintained for all funds, real property (i.e., land and buildings), personal property, and other assets. The District must adequately safeguard all such property and must assure that it is used solely for authorized purposes.

- A commitment to integrity and ethical values
- Independent oversight over the development and performance of internal controls
- Clearly defined organizational structure, clear reporting lines, and appropriate authorities
- A commitment to attract, develop, and retain competent individuals, and
- Maintaining a level of competence that allows personnel to accomplish their assigned duties and holding individuals accountable

In accordance with 2 CFR § 200.61, “internal controls” means a process implemented by the District to provide reasonable assurance regarding the achievement of objectives in the following categories:

- (a) Effectiveness and efficiency of operations
- (b) Reliability of reporting for internal and external use, and
- (c) Compliance with applicable laws and regulations

“Internal control over compliance requirements for federal awards” means a process implemented by the District designed to provide reasonable assurance regarding the achievement of the following objectives for federal awards:

- Transactions are properly recorded and accounted for in order to
 - Permit the preparation of reliable financial statements and federal reports.
 - Maintain accountability over assets.
 - Demonstrate compliance with statutes, regulations, and the terms and conditions of the award.

- Transactions are executed in compliance with
 - laws, regulations, and the terms and conditions of the award that could have a direct and material effect on a federal program
 - any other statutes and regulations that are identified in the Audit Compliance Supplement
- Funds, property, and other assets are safeguarded against loss and from unauthorized use or disposition.

To accomplish these objectives, the District:

- develops and maintains policies, procedures, and effective practices to ensure federal funds are properly administered and spent and federal property is safeguarded against loss and from unauthorized use or disposition. The District also ensures all employees who deal with federal funds are aware of the policies and procedures and are properly trained in the use of them by the Business Office and Program Managers.
- The District Internal Auditor and /or Program Managers ensure employees comply by regularly and frequently evaluating and monitoring their compliance with the policies and procedures, statutes, regulations, and the terms and conditions of the award and take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings, and taking the appropriate disciplinary action for employees who do not comply, and
- takes reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality.
Local School Board Policies DH: Employee Standards of Conduct, FL: Student Records, GBA: Public Information Program, CPC: Office Management and CAA: Fiscal Management Goals and Objectives

The District uses the following, at least in part, to determine if internal controls are effective:

- Only valid or authorized transactions are processed.
- Transactions occurred during the grant period and were processed timely.
- No proper transactions were omitted from the accounting records.
- Transactions are calculated using an appropriate methodology.
- Transactions appear reasonable relative to other data.
- Property (including supplies and equipment) is tracked and used only for authorized purposes.

- Property is properly disposed of.

The internal control procedures will be reviewed on at least an annual basis and updated as appropriate. If any weakness in an internal control is detected, the internal control procedures will be revised to incorporate the weakness at either the annual review or as the need arises dependent upon the severity (materiality) of the weakness.

Budget Control

The budget for each federal award is recorded in the general ledger in accordance with FAR using the designated 3-digit fund code. Obligations/encumbrances and expenditures are also recorded in the general ledger for each federal award. On a regular basis, the District compares actual *expenditures* or outlays with *budgeted* amounts for each federal award. Beginning July 1 of each year the Assistant Superintendent for Finance is responsible for uploading the budget into the general ledger.

The Munis software system will alert the user if the account is over budget as per any encumbrances pending approval.

Cash Management

The District maintains written procedures to implement the cash management requirements found in 2 CFR § 200.305 and in EDGAR.

Please see *II. Financial Management System, H. Federal Cash Management Policy/Procedures* of this document for these written cash management procedures.

Allowable Costs

The District maintains written procedures for determining *allowability* of costs in accordance with 2 CFR § 200.302(b)(7) and EDGAR.

Please see *II. Financial Management System, E. Expending Grant Funds* of this document for the written procedures for determining allowability of costs.

C. Budgeting Grant Funds

Budgeting - The Planning Phase: Meetings and Discussions

Before Developing the Grant Budget and Submitting the Application: The grant budget must be based on the proposed activities planned and described in the grant application. Prior to

developing the budget, the program manager must know the intent of the federal program and the activities that are allowable to be conducted with grant funds. The program manager must coordinate with other District staff as appropriate to conduct the appropriate needs analysis using the appropriate data to determine the goals and objectives for the program and the activities that will be implemented to accomplish the goals and objectives. Once the goals, objectives, strategies, and activities are outlined, then the budget to carry out the identified strategies and activities should be developed.

Prior to completing the application, the program manager develops a detailed budget in a document (such as in an Excel spreadsheet) separate from the application. The program manager coordinates with the District's Business Office in preparing the budget to ensure budgeted items are categorized according to the proper class/object code. This detailed budget, which serves as the guide for expenditures and becomes part of the "working papers" maintained by the program manager, is used to complete the application. In most instances, particularly for formula grants, the budget entered into the grant application will not be as detailed. The detailed budget is to be modified or revised as necessary to accommodate changes, which may result in an amendment to the application prior to incurring certain expenditures.

If the grant program will be implemented on a Title I schoolwide campus, the planned activities and expenditures must be identified in the schoolwide plan. Conducting activities and expending funds that are not included in the schoolwide plan could result in an audit exception or monitoring finding for the District. Therefore, the program manager is responsible for coordinating with the Title I program director and for ensuring the activities and anticipated expenditures are described in the schoolwide plan.

District personnel conduct a district-wide Comprehensive Needs Assessment (CNA) annually. As part of this process, program evaluation findings, outcomes for previous implementations, and prior year budgets are reviewed. This provides input to campus (CNA) and Campus Improvement Plans (CIPs) as they are updated for the current year. CIP's are maintained on the district intranet site for access by stakeholders within the district.

District personnel conduct a needs analysis utilizing data collected from past school years. The proposed District Improvement Plan (DIP) is updated, reviewed and approved by the Superintendent and School Board. In addition, annual goals and performance measures for the district are finalized. During the year District personnel plan and adjust resource allocations accordingly to align with District Improvement Plan strategies and objectives.

Program managers will work collaboratively with the Business Office to ensure that all grant budgets are completed using the correct account code structure (as appropriate), the district's purchasing, travel, and other procedures are adequately documented if prior approval is required by the granting agency or pass-through entity (TEA).

Program managers shall obtain pre-approval for the following activities which have been identified by the granting agency or pass-through entity TEA:

- Student field trips
- Hosting conferences
- Out-of-state travel

Grants that require matching or in-kind district contributions will be evaluated for overall impact on current and future district local funds.

Reviewing and Approving the Budget Prior to Submitting the Application: The budget is prepared through the direct reflection of comprehensive needs assessment data. Input for this preparation is given by all stakeholders. As for reviewing and approving budgets, this is also done by all stakeholders. At the campus level, this is done by the principal with input from staff, parents, and community. At the district level, this is done by program administrators, department directors and coordinators, finance department staff, parents, and community members. After spring budget trainings, stakeholders input their budgets into an electronic database. Program managers reflect this information in the applications submitted to the state.

By Spring the Program Managers review the items in the proposed budget to ensure budgeted items are listed in the correct class/object code according to FAR and the District's classification chart and to ensure the items are allowable. The budget is also reviewed to ensure that any costs requiring specific or prior approval are specifically identified and listed. See *II. Financial Management System, F. Expending Grant Funds*, for a discussion on performing allowability determinations. If the Program Manager determines that a cost is not allowable, then the appropriate staff member is notified that a change needs to be made. The Program Managers are responsible for supervising the execution of assigned grant programs and monitoring expenditures for compliance with state and federal guidelines. This responsibility is supported by staff in the Business/Finance Dept., Curriculum and Instruction Dept., and Human Resources.

Once the program managers determine that all budgeted items are allowable and are budgeted in the proper class/object code according to FAR, the budget is sent to the Asst. Supt. for Finance for final review and approval. Generally, the budget receives final approval mid spring. The assigned program manager then enters the final approved budget into the appropriate budget schedules of the grant application.

Negotiating the Submitted Application

Once the grant application is submitted to the awarding agency, the designated program contact, usually the Program or Project Director assigned to the grant program, is available via phone and/or e-mail in the event that the awarding agency needs to contact the District to negotiate the application or to ask questions or seek clarification related to the proposed program and/or budget. The assigned Program/Project Director will seek guidance, if needed, from appropriate District personnel and will respond to any inquiries from the awarding agency within the time granted by granting agency. A delay in contacting the awarding agency delays final approval of the grant application, which delays grant program implementation and providing services to intended beneficiaries of the grant.

After Receiving the Approved Application and NOGA/GAN

Notice of grant awards is provided to the Business Office and State & Federal Programs Office so that suitable budget accounts may be established in a timely manner. The Business Office shall budget grant funds in the appropriate fund code as authorized by Financial Accountability System Resource Guide or the granting agency, as appropriate. In addition, the object expenditure codes noted on the grant application will be consistent with the budgeted account codes.

A list federal grant awards shall be maintained by the Business Office/Program Managers to include all EDGAR required data (denoted with an asterisk *) and district-required information listed below:

- The CFDA title and number*
- Federal award identification number and year*
- Name of Federal agency*
- Name of pass-through entity*, if any
- Program Manager for each grant
- Subgrants, if any

On at least a monthly basis, Program Managers and Business Office staff will review the status of each federal grant fund. The review will include a comparison of budgets and expenditures.

All grant budgets are entered into the accounts of the District in the general ledger as approved in the application. The Business Office is responsible for the initial grant set-up and receives all approved NOGAs and grant award letters. A file is created for each grant and this information is kept in the business office. The Business Office is responsible for creation of a budget for each grant awarded which is reviewed and approved by the program directors. The Business Office is the only one authorized to generate a revenue and expenditure code. District personnel will enter

all budget codes and amounts into the District's software system (Munis). Federal grant funds are budgeted and available for use in a timely manner after receipt of the NOGA.

In addition, the following steps are taken to ensure the District is prepared to implement the grant on the beginning date of the grant to maximize the effectiveness of the grant. No federal grant funds will be budgeted, encumbered, or expended until either of the following has occurred:

- The entitlement grant has been received by the district and the grant application has been submitted to TEA; or
- The grant has been approved by the granting agency and a Notice of Grant Award (NOGA) has been issued to the district.

No pre-award expenses will be made by the District prior to the approval of the federal granting agency or pass-through entity, unless otherwise authorized by the agency statutes or grant guidelines. Non-authorized pre-award expenses, if any, will be paid from local District funds.

Amending the Application

The District consults and complies with the guidelines and procedures provided by TEA or other awarding agency as it pertains to when and how to submit an amendment to an approved application. TEA publishes its requirements for [when to amend the application](#) online. Specific deadlines for submitting amendments are published in the corresponding RFA and/or in the *Critical Events* calendar on the [TEA Grant Opportunities Page](#) for the specific grant program. Procedures are in place to ensure the District does not exceed any maximum allowable variation in the budget.

Monitoring and Amending the Budget: Budget Amendments/Transfers, if any, shall be approved by Program Managers to ensure that the reclassification of funds is allowable under the grant guidelines related to budget amendments/transfers. Some grants allow a transfer of funds up to 25% of the grant award, but only if the new object code does not require specific approval from the granting agency. Budget amendments/transfers are entered into the District's software system. (Munis)

Monitoring and Amending the Program Description: The Program Managers will monitor the need for amendments at least quarterly throughout the grant period and at least one (1) month prior to the grant amendment deadline, if applicable. If an amendment is necessary for any of the reasons specified by the pass-through entity (TEA) or in federal regulations, the Program Manager will request the amendment. The approval process of a grant amendment will be same as the grant application process.

The Program Manager shall be responsible for ensuring that the finance system budget corresponds to the most recent grant NOGA.

D. Timely Obligation of Funds

When Obligations are Made

“Obligations” are defined as *orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.* (This does *not* mean obligations for which goods and services will be delivered in a future *grant* period.) Essentially, an obligation is a *commitment to pay*.

All obligations for all goods and services must occur during the grant period (i.e., between the beginning and ending dates as stated on the NOGA), and those goods and services must be delivered during the grant period in sufficient time to provide substantial benefit to the grant to be considered *necessary* to carry out the objectives of the grant. 34 CFR § 200.71

Per TEA’s [General and Fiscal Guidelines](#), in some instances, goods or services delivered near the end of the grant period may be viewed by TEA as not necessary to accomplish the objectives of the current grant program. TEA will evaluate such expenditures on a case-by-case basis. Please note that a TEA monitor or an auditor may disallow those expenditures if the District is unable to (1) document the need for the expenditures, (2) demonstrate that program beneficiaries receive benefit from the late expenditures, or (3) negate the appearance of “stockpiling” supplies or equipment.

The following table illustrates when funds are determined to be *obligated* under federal regulations:

If the obligation is for:	The obligation is made:
Acquisition of property	On the date which the District makes a binding written commitment to acquire the property
Personal services by an employee of the District	When the services are performed
Personal services by a contractor who is not an employee of the District	On the date which the District makes a binding written commitment to obtain the services
Public utility services	When the District receives the services
Travel	When the travel is taken
Rental of property	When the District uses the property
A pre-agreement cost that was properly approved by TEA prior to the obligation	On the first day of the grant project period.

34 CFR § 75.707; 34 CFR § 76.707.

In addition, TEA's *FAR* requires *encumbrance* accounting. The amount *committed (or obligated)* must also be known to avoid over-expenditure of budgeted funds. An *encumbrance* accounting system is a method of ascertaining the availability of funds and then reserving funds to cover outstanding obligations.

Encumbrances represent commitments (i.e., obligations) related to contracts not yet performed (executory contracts), and are used to control expenditures for the year and to enhance cash management. A school district often issues purchase orders or signs contracts for the purchase of goods and services to be received during the grant period. At the time these commitments or obligations are made, which in its simplest form means that when a purchase order is prepared, the appropriate account is checked for available funds. If an adequate balance exists, the amount of the order is immediately charged to the account to reduce the available balance for control purposes. The encumbrance account does not represent an expenditure for the period, only a commitment to expend resources.

Period of Availability of Federal Funds

All obligations must occur on or between the beginning and ending dates of the grant project. 34 CFR § 76.707. This period of time is known as the *period of availability*. The *period of availability*, or the period between the beginning and ending dates of the grant, are dictated by statute and will be indicated on TEA's NOGA or other awarding agency's GAN. Further, certain grants have specific requirements for carryover funds that must be adhered to.

TEA Grants: As a general rule, federal funds administered by TEA are available for obligation within the fiscal year for which Congress appropriated the funds. However, given the unique nature of educational institutions, for many formula education grants, pursuant to provisions in the *General Education Provisions Act* (GEPA), the *period of availability* is 27 months. This consists of an initial grant period of 15 months (i.e., July 1 – September 30 of the following year), plus a 12-month carryover period authorized by the "Tydings Amendment." 34 CFR § 76.709. For example, funds awarded on July 1, 2015, would remain available for obligation by TEA through September 30, 2017.

July – September (Forward Funding)	3 months
October – September (Federal fiscal year)	12 months
October – September (carryover period; Tydings Amendment)	<u>12 months</u>
	27 months

Federal education formula grant funds are typically awarded on July 1 of each year. While funds not obligated during the initial 15-month grant period remain available as carryover in the subsequent 12-month period, the District will always plan to spend to the best of its ability all current grant funds within the year for which the funds were initially appropriated. Per TEA, excess carryover and lapsing of funds may be an indicator in TEA's risk assessment process.

TEA calculates and manages the carryover process each year after final expenditure reports from the prior year are processed. Any carryover funds from the prior year are added to the application and NOGA for the subsequent year. Carryover funds must be used in accordance with the federal statute and regulations in effect for the carryover period and with any approved state plan or application. 34 CFR 76.710

Direct Grants: In general, the *period of availability* for funds authorized under *direct* grants is identified in the GAN.

Liquidation of Obligations

The District must *liquidate* (i.e., make the final payment because the goods or services were received during the grant period, or *cancel* the obligation because the goods or services were *not* received during the grant period) all obligations incurred under the award in accordance with the requirements of TEA or other awarding agency. For TEA formula grants, this is usually within 30 calendar days after the ending date of the formula grant to coincide with submittal of the final expenditure report to TEA. For *direct* grants from the Department of Education, this may be not later than 90 days after the end of the funding period unless an extension is authorized. 2 CFR § 200.343(b).

Any funds not obligated within the period of availability or not liquidated within the appropriate timeframe are said to *lapse* and must be returned to the awarding agency. 2 CFR § 200.343(d). Lapsing of funds is usually considered by TEA to be an indicator of poor planning and may cause the District to be identified as high risk. Consequently, the District closely monitors grant spending throughout the grant cycle.

The District Accountants together with Program Mangers will ensure that all obligations are liquidated prior to submittal of final expenditure report to TEA or other awarding agency. On a monthly basis, prior to submitting expenditure reports, Federal grant funds are monitored to ensure that funds are being spent and that no excessive amount of funds do not lapse.

Carryover

TEA Grants: As previously described, the Tydings Amendment typically extends the period of availability for formula grants for an additional 12 months. Accordingly, the District may have multiple years of grant funds available under the same program at the same time.

Usually, TEA *discretionary* grants do not have a carryover period, as any unobligated and unexpended funds are carried over at the *state* level and are used to issue NOGAs for the subsequent funding period. TEA discretionary grantees must request to extend the ending date of the project/NOGA directly from TEA if such an extension is allowable pursuant to the guidelines related to a particular grant.

Direct Grants: Grantees receiving direct grants are not covered by the 12-month Tydings period. However, under 2 CFR § 200.308, direct grantees enjoy unique authority to expand the period of availability of federal funds. The District is authorized to extend a direct grant automatically for one 12-month period. Prior approval is not required in these circumstances; however, in order to obtain this extension, the District must provide written notice to the federal awarding agency at least 10 calendar days before the end of the period of performance specified in the award. This one-time extension may not be exercised merely for the purpose of using unobligated balances.

The District will seek written prior approval from the federal agency when the extension will not be contrary to federal statute, regulation or grant conditions and when:

- The terms and conditions of the Federal award prohibit the extension;
 - The extension requires additional Federal funds; or
 - The extension involves any change in the approved objectives or scope of the project.
- 2 CFR § 200.308(d)(2)

Program Managers will follow the guidelines for extension as provided by granting agency. The Superintendent will authorize the submission of the request for extension.

E. Accounting Records

The Business Office is responsible for maintaining the official accounting records of the District. All grant budgets are entered into the accounts of the District in the general ledger. Funds are accounted for and records are kept in accordance with the requirements in TEA's FAR. The chart of accounts provided in FAR provides the framework for the accounting system, and the District uses the accounting terminology specified in FAR and generally accepted accounting principles (GAAP).

Accounts payable checks are processed by Accounts Payable clerks and reviewed for accuracy and then approved by the Director for Finance. Payroll checks are processed by Payroll Department Clerks and reviewed for accuracy and then approved by Payroll Supervisor and/or Asst. Supt. for Finance. All other journal entries entered by Accountants will be approved by Director for Finance and/or Asst. Supt. for Finance once reviewed for accuracy and appropriate classification.

The Business Office maintains (on paper or electronically) original source documentation to support all expenditures recorded in the general ledger. Source documentation may include but is not limited to purchase orders/requisitions, invoices, itemized receipts, travel authorizations and travel vouchers, contracts, proof of delivery, copies of checks, bank statements, etc.

Before payment is made the Accounts Payable Department will ensure that all purchase orders have the required documentation (including but not limited to): receiving copy, invoice, receipts, travel vouchers, etc.

If electronic source documentation is maintained, the District ensures the documentation is easily retrievable and is readable in accordance with the requirements in 2 CFR § 200.335. Refer to *Section VII. Record Keeping* of this manual for more information about these requirements.

Documentation Associated With Using District Credit Cards/Pro-Cards

Purchases made with credit cards or procurement cards must be closely controlled and monitored to prevent fraud, waste, and abuse. The appropriate and corresponding entries must be made in the general ledger as with any other individual purchase.

Employees who receive and use district-issued credit cards must submit to the Accounting Office *the original itemized receipt* that identifies each item purchased (and not just the credit card receipt). The itemized receipt constitutes the required original source documentation and must be legible and must clearly identify the date of the transaction and *each item* that was purchased. The employee must provide documentation, either on the receipt itself, or in a separate file cross-referencing that particular transaction, how each item was used to benefit the grant program. If the employee does not provide an original, itemized receipt, the expenditure will not be charged to a federal grant.

The District must also maintain all other appropriate internal accounting records, such as travel vouchers, expense reimbursement vouchers, purchase orders, etc., related to the credit card purchase.

The classification of costs by funding source and expense type and the maintenance of adequate original source documentation are necessary for reporting purposes to TEA or other awarding agency. It is also necessary to demonstrate compliance with state and federal cost principles, standards of financial management systems, and conformance with GAAP. Lastly, it is a requirement of the Internal Revenue Code applicable to all business entities. Refer to Purchasing Guidelines.

The District's general ledger will reflect each individual charge on each credit card statement with each of the following:

- The individual vendor name (not just the credit card company name)
- The grant funding source/fund code
- The expense category (i.e., supplies, instructional materials, equipment, travel, etc.)
- The actual date of the charge (as opposed to the billing statement or the date the credit card bill was paid)

Rebates on Purchase Cards: Per TEA, any rebates on a district-issued purchase card will be credited to the original funding source(s) for which the card is used to make purchases. The District may prorate rebates based on a percentage of the total amount of funds used from each funding source. The District Accountants will credit the original funding source with any credit card rebates received by the District at the time of submitting the final expenditure report. Refer to Purchasing Guidelines.

F. Expending Grant Funds

All costs charged to a federal grant are classified as either *direct* or *indirect*. While developing and reviewing the grant budget and when expending grant funds, program and fiscal staff should keep in mind the difference between *direct* costs and *indirect* costs as defined in the federal cost principles. All costs must be properly and consistently identified as either *direct* or *indirect* in the accounting system.

Direct and Indirect Costs

Determining Whether a Cost is Direct or Indirect

Direct costs are those costs that can be identified specifically with a particular final *cost objective*, such as a federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy. 2 CFR § 200.413(a).

Indirect costs are those that have been incurred for a common or joint purpose benefitting more than one *cost objective*, and not readily assignable to the *cost objectives* specifically benefitted, without effort disproportionate to the results achieved. 2 CFR § 200.56. Costs incurred for the same purpose in like circumstances must be treated consistently as either *direct* costs or *indirect* costs. 2 CFR § 200.413(a). Indirect costs usually support areas that benefit all activities of the District, such as Accounting, Budget, Human Resources, Purchasing, Building Maintenance, etc.

Cost Objective: A *cost objective* is a program, function, activity, award, organizational subdivision, contract, or work unit. A cost objective may be a major function of the District, a particular service or project, a federal award, or an indirect cost activity.

Identification with the federal award, rather than the nature of the goods and services involved, is the determining factor in distinguishing *direct* from *indirect costs* of federal awards. Typical costs charged *directly* to a federal award are the compensation of employees who conduct program activities for that award, their related fringe benefit costs, and the costs of materials and other items of expense incurred to carry out the objectives of the federal award. 2 CFR § 200.413(b).

The salaries of *administrative and clerical staff* should normally be treated as *indirect costs*. 2 CFR § 200.413(c). *Direct* charging of these costs may be appropriate only if *all* of the following conditions are met:

- Administrative or clerical services are integral to a project or activity.
- Individuals involved can be specifically identified with the project or activity.
- Such costs are explicitly included in the budget or have the prior written approval of TEA or other awarding agency.
- The costs are not also recovered as *indirect costs*.

Indirect Cost Rate

Pursuant to 34 CFR §§ 75.561 and 76.561, TEA, as the cognizant agency, approves federal indirect cost rates for school districts, ESCs, and open-enrollment charter schools in Texas. The rates are calculated using costs specified in the District's indirect cost plan/proposal submitted to TEA and is effective July 1 through June 30 of each year.

Two indirect cost rates are approved by TEA and are used by the District. The *restricted* rate is used for federal grants containing the *supplement, not supplant* requirement (34 CFR §§ 76.563 and .564). The *unrestricted* rate may be used for federal grants that do *not* contain the supplement, not supplant requirement. The Asst. Supt. for Finance and District Accountants are responsible for extracting the data required for the indirect cost rate/proposal that will be

submitted to TEA after completion at the District level. The District's indirect cost rate has been approved by TEA for 4 years through June 30, 2020.

Applying the Indirect Cost Rate: The District must have a current, approved federal indirect cost rate to charge indirect costs to a federal grant. Once the District has an approved indirect cost rate, the percentage is multiplied against the *actual* direct costs (excluding distorting items specified by TEA or other awarding agency, such as the portion of each contract in excess of \$25,000, subgrants, capital outlay, debt service, etc.) incurred under a particular grant to produce the dollar amount of indirect costs allowable to that award. 34 CFR § 75.564; 34 CFR § 76.569. Once the District applies the approved rate, the funds that may be claimed for indirect costs have no federal accountability and may be used as if they were non-federal funds. For *Direct Grants*, reimbursement of indirect costs is subject to the availability of funds and statutory or administrative restrictions. 34 CFR § 75.564.

Indirect costs are part of *administrative* costs (vs. *program* costs). Where a federal program has a specific cap on the percentage of *administrative* costs that may be charged to a grant, that cap must include all *direct administrative* charges as well as any recovered *indirect* charges. If *administrative* costs are limited to 5%, for example, the total *direct* administrative costs plus *indirect* costs claimed for the grant cannot exceed 5%.

Indirect costs are budgeted in the grant application in the corresponding line item. Although the maximum allowable indirect costs may be budgeted in the application, indirect costs can only be *charged* to the grant based on *actual* expenditures of *direct* costs. Therefore, if the District does not expend all of its funds during the grant period, the *maximum* amount of indirect costs budgeted based on the total grant award cannot be charged to the grant. Prior to finalizing expenditures for the grant and submitting the final expenditure report to TEA or other awarding agency, the District adjusts the final amount charged to indirect costs based on the *actual* expenditures.

Indirect costs are charged to the grant when the final expenditure report is filed with the granting agency. The District's accountants will calculate the indirect costs based on actual expenditures.

Determining Allowability of Costs

Grantees are required to have written procedures for determining the *allowability* of costs charged to federal grants. 2 CFR § 200.302(b)(7). All costs must be allowable under the federal cost principles in 2 CFR Part 200, Subpart E, and under the terms and conditions of the specific federal award.

Expenditures must be aligned with budgeted items in the approved grant application. Certain changes or variations from the approved budget and grant application need prior approval from TEA or other awarding agency. Refer to TEA's guidelines on [When to Submit an Amendment](#) (under *Amendment Submission Guidance*) to determine when an amendment to the budget is required for TEA grants.

When determining how the District will spend grant funds, the Program Managers will review the proposed cost to determine whether it is an allowable use of federal grant funds *before* obligating and spending those funds on the proposed goods or services. All expenditures made with federal education funds must meet the standards outlined in EDGAR, 2 CFR Part 3474, and 2 CFR Part 200. The assigned program manager and fiscal staff, including the Program Managers, must consider the following factors when making an allowability determination.

Factors Affecting Allowability of Costs

In general, District staff must consider the following elements when determining the allowability of a cost. In accordance with the federal cost principles, all costs budgeted and charged to a federal grant must be:

✓ ***Necessary and Reasonable for the performance of the federal award.***

Reasonable Costs: A cost is *reasonable* if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision to incur the cost was made. "Reasonable" means that sound business practices were followed, and purchases were comparable to current market prices.

A cost can be *reasonable* if it meets *all* of the following conditions:

- Prudence was used in making the decision to incur the cost, considering the person's responsibilities to the District, its employees, the public, and the federal government.
- It is necessary to carry out the objectives of the grant program or is recognized as an ordinary cost to operate the organization.
- The District applied sound business practices; arm's-length bargaining (i.e., the transaction was with an unrelated third party); federal, state, and other laws and regulations; and the terms and conditions of the award in making the decision.
- The price is comparable to that of the current fair market value for equivalent goods or services.

- There were no significant deviations from the established practices of the organization which may unjustifiably increase the cost. 2 CFR § 200.404

Necessary Costs: While 2 CFR § 200.404 does not provide specific descriptions of what satisfies the “necessary” element beyond its inclusion in the reasonableness analysis above, *necessary* is determined based on the needs of the program. Specifically, the expenditure must be necessary to achieve an important program objective. It means it is vital or required in order to meet the objectives of the grant or for the grant to be successful. *Necessary* does *not* mean “nice to have,” which means it is *not necessary* to accomplish the objectives of the program in that it is not vital or required for the success of the program.

A key aspect in determining whether a cost is *necessary* is whether the district can demonstrate that the cost addresses an existing need and can prove it. For example, the district may deem a language skills software program necessary for a limited English proficiency program.

When determining whether a cost is *necessary*, the District considers:

- Whether the cost is needed for the proper and efficient performance of the grant program;
- Whether the cost is identified in the approved budget or application;
- Whether there is an educational benefit associated with the cost;
- Whether the cost aligns with identified needs based on results and findings from a needs assessment; and
- Whether the cost addresses program goals and objectives and is based on program data.

- ✓ **Allocable to the federal award.** A cost is *allocable* to the federal award if the goods or services involved are *chargeable* or *assignable* to the federal award *in accordance with the relative benefits received*. This means that the federal grant program derived a benefit in proportion to the funds charged to the program. 2 CFR § 200.405. For example, if 50% of a supplementary teacher’s salary is paid with grant funds, then that teacher must spend at least 50% of his or her time on the grant program. Additionally, if equipment or supplies purchased with grant funds benefits more than one grant program, the purchase must be “split-funded” among the grant programs receiving benefit. The District must be able to demonstrate how a particular cost benefits the specific population being served in the grant. This is an area of frequent audit exceptions.

- ✓ **Consistent with policies and procedures** that apply uniformly to both federally-financed and other activities of the District. For example, personnel whose travel is paid with federal funds is reimbursed at the same rates as personnel whose travel is paid with state or local funds, and the grant is charged accordingly.
- ✓ **Conform to any limitations or exclusions set forth as cost principles** in 2 CFR Part 200, Subpart E, or in the terms and conditions of the federal award.
- ✓ **Consistent treatment.** A cost cannot be assigned to a federal award as a *direct* cost if any other cost incurred for the same purpose in like circumstances has been assigned as an *indirect* cost under another award.
- ✓ **Adequately documented.** All expenditures must be properly documented with original source documentation that is clearly written and maintained on file (either electronically or on paper) with accounting records. Documentation includes purchase orders/requisitions, invoices, receipts, verification of receipt of goods and services, travel authorizations and vouchers, contracts, time-and-effort records, copies of checks, bank statements, etc. Expenditures that are not supported by source documentation cannot be charged to the grant.
- ✓ **Determined in accordance with generally accepted accounting principles (GAAP), unless provided otherwise in 2 CFR Part 200.**
- ✓ **Not included as a match or cost-share of another federal program,** unless the specific federal program authorizes federal costs to be treated as such. Some federal program statutes require the grantee to contribute a certain amount of non-federal resources to be eligible for the federal program.
- ✓ **The net of all applicable credits.** The term “applicable credits” refers to those receipts or reduction of expenditures that operate to offset or reduce expense items allocable to the federal award. Typical examples of such transactions are: purchase discounts; rebates or allowances; recoveries or indemnities on losses; and adjustments of overpayments or erroneous charges, such as credits. To the extent that such credits accruing to or received

by the District relate to the federal award, they shall be credited to the federal award, either as a cost reduction or a cash refund, as appropriate. 2 CFR § 200.406.

Treatment of miles, points, or awards accrued for travel: Any miles, points, credits, or awards accrued or earned for employee travel using a *district-issued* credit card (where the credit card bill is paid directly by the District) are the property of the District and will be used for employees travelling on behalf of the District to reduce the overall cost to the District. Any such miles, points, credits, or awards accrued will not be used for personal travel.

2 CFR Part 200's cost guidelines must be considered when federal grant funds are expended. Federal rules require state- and District-level requirements and policies regarding expenditures to be followed as well. For example, state and/or District policies relating to travel or equipment may be narrower or more restrictive than the federal rules. In this case, the stricter State and/or District policies must be followed.

Requesting Prior Written Approval

Some costs discussed in the following sections and in the instructions to completing the grant application require *prior written approval* from the awarding agency. For TEA grants, prior written approval must be requested in accordance with TEA's process. The District must submit the request in writing to the TEA Chief Grants Administrator. The Chief Grants Administrator may request additional information, as applicable, and may meet or consult with applicable TEA staff prior to responding to the District in writing.

In addition, for certain costs that it may be difficult to determine reasonableness or allocability, the District may seek *prior written approval* for "special or unusual costs" not identified in the regulations in advance of the incurrence of such costs. This may prevent future disallowance or dispute based on "unreasonableness" or "non-allocability." Prior written approval should include the timeframe or scope of the agreement. 2 CFR § 200.407

Program Managers will determine if and when the District should seek prior written approval for a certain cost prior to incurring the cost. Federal grant funds will not be expended for any costs that require prior written approval in accordance with 2 CFR 200, Subpart E, or the grant application instructions, if such prior written approval was not properly secured.

Selected Items of Cost – 2 CFR Part 200, Subpart E

2 CFR Part 200, Subpart E, examines the allowability of 55 specific cost items (commonly referred to as *Selected Items of Cost*) at 2 CFR §§ 200.420 -.475. These cost items are listed in the chart below along with the citation where it is discussed. Please do not assume that an item is allowable because it is specifically listed, as it may be *unallowable* despite its inclusion in the selected items of cost section, or it may be allowable only under certain conditions, including prior written approval.

The expenditure may be *unallowable* for a number of reasons, including: the express language of the regulation states the item is unallowable; the terms and conditions of the grant deem the item unallowable; or State/local restrictions dictate that the item is unallowable or allowable only under certain conditions or circumstances. The item may also be unallowable because it does not meet one of the factors affecting allowability of costs, such as being reasonable because it is considered too expensive. If an item is unallowable for any of these reasons, the District does not use federal funds to purchase it.

The selected items of cost addressed in *2 CFR Part 200, Subpart E* include the following (in alphabetical order):

Item of Cost	Citation of Allowability Rule
Advertising and public relations costs	2 CFR § 200.421
Advisory councils	2 CFR § 200.422
Alcoholic beverages	2 CFR § 200.423
Alumni/ae activities	2 CFR § 200.424
Audit services	2 CFR § 200.425
Bad debts	2 CFR § 200.426
Bonding costs	2 CFR § 200.427
Collection of improper payments	2 CFR § 200.428
Commencement and convocation costs	2 CFR § 200.429
Compensation – personal services	2 CFR § 200.430

Compensation – fringe benefits	2 CFR § 200.431
Conferences	2 CFR § 200.432
Contingency provisions	2 CFR § 200.433
Contributions and donations	2 CFR § 200.434
Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringements	2 CFR § 200.435
Depreciation	2 CFR § 200.436
Employee health and welfare costs	2 CFR § 200.437
Entertainment costs	2 CFR § 200.438
Equipment and other capital expenditures	2 CFR § 200.439
Exchange rates	2 CFR § 200.440
Fines, penalties, damages and other settlements	2 CFR § 200.441
Fund raising and investment management costs	2 CFR § 200.442
Gains and losses on disposition of depreciable assets	2 CFR § 200.443
General costs of government	2 CFR § 200.444
Goods and services for personal use	2 CFR § 200.445
Idle facilities and idle capacity	2 CFR § 200.446
Insurance and indemnification	2 CFR § 200.447
Intellectual property	2 CFR § 200.448
Interest	2 CFR § 200.449
Lobbying	2 CFR § 200.450
Losses on other awards or contracts	2 CFR § 200.451
Maintenance and repair costs	2 CFR § 200.452

Materials and supplies costs, including costs of computing devices	2 CFR § 200.453
Memberships, subscriptions, and professional activity costs	2 CFR § 200.454
Organization costs	2 CFR § 200.455
Participant support costs	2 CFR § 200.456
Plant and security costs	2 CFR § 200.457
Pre-award costs	2 CFR § 200.458
Professional services costs	2 CFR § 200.459
Proposal costs	2 CFR § 200.460
Publication and printing costs	2 CFR § 200.461
Rearrangement and reconversion costs	2 CFR § 200.462
Recruiting costs	2 CFR § 200.463
Relocation costs of employees	2 CFR § 200.464
Rental costs of real property and equipment	2 CFR § 200.465
Scholarships and student aid costs	2 CFR § 200.466
Selling and marketing costs	2 CFR § 200.467
Specialized service facilities	2 CFR § 200.468
Student activity costs	2 CFR § 200.469
Taxes (including Value Added Tax)	2 CFR § 200.470
Termination costs	2 CFR § 200.471
Training and education costs	2 CFR § 200.472
Transportation costs	2 CFR § 200.473
Travel costs (<i>TEA restricts to actual costs, not per diem</i>)	2 CFR § 200.474

Trustees	2 CFR § 200.475
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Likewise, it is possible for the State and/or District to put additional requirements on a specific item of cost. Under such circumstances, the stricter requirements must be met for a cost to be allowable. Accordingly, employees consult federal, State and District requirements when spending federal funds. For example, the travel rules for grants administered by TEA are more restrictive than the federal cost principles allow, which means TEA's policies must be followed.

Other Considerations for Allowability

In order for a cost to be allowable, the expenditure must also be allowable under the applicable *federal program statute* (e.g., Title I of the Elementary and Secondary Education Act [ESEA], or the Carl D. Perkins Career and Technical Education Act [Perkins]), along with accompanying *program regulations, non-regulatory guidance, and grant award notifications*.

Most federal programs also contain the *supplement, not supplant* requirements. In general, this means that the District cannot use federal grant funds to pay for a cost or activity that is usually supported by state or local funds. See *Section X. Programmatic Fiscal Requirements, A.. Supplement, Not Supplant*, of this manual for more information about this requirement.

In summary, for a cost to be allowable under a federal grant program, the District ensures it meets *all* of the following conditions. A cost that does not meet all of these conditions could be questioned during an audit or monitoring visit and could require repayment to the awarding agency. The cost must be:

- ✓ *reasonable* in cost (as described above)
- ✓ *necessary* to accomplish the objectives of the grant program (as described above)
- ✓ based on an identified need, concern, or area of weakness within the grant program
- ✓ appropriate under the authorizing program statute
- ✓ consistent with the underlying needs of the program in that it benefits the intended population of students or teachers for which the funds are appropriated
- ✓ *allocable* to the grant based on the relative benefits received (as described above)
- ✓ authorized or not prohibited under state or local laws or regulations
- ✓ consistent with policies, regulations, and procedures that apply to all activities, including other grants and state and local activities
- ✓ treated consistently as either a *direct* cost or as an *indirect* cost

- ✓ determined in accordance with GAAP
- ✓ not used to meet cost sharing or matching requirements of another federal grant (unless specifically permitted in the other program statute or regulations)
- ✓ consistent with the terms and conditions of the grant award
- ✓ budgeted in the approved grant application
- ✓ adequately documented with appropriate supporting original source documentation
- ✓ the net of any applicable credits such as rebates or discounts
- ✓ allowable under the federal cost principles
- ✓ in most cases, supplemental to the core foundation program of the school and to other activities normally conducted by the school (i.e., supplement, not supplant)
- ✓ if the school is a Title I schoolwide program, the grant program's activities and applicable costs must be included in the schoolwide plan, the school must have conducted a comprehensive needs assessment, and the plan must contain the required components specified in statute (see Title I, Part A, §1114[b]).

District personnel responsible for spending federal grant funds and for determining allowability must be familiar with the Part 200 selected items of cost section. District employees are required to follow these rules when charging these specific expenditures to a federal grant. In addition to checking the selected items of cost in Part 200, District staff must check costs against TEA's [Guidelines Related to Specific Costs](#), the *Request for Application* (RFA), local district policy, and any grant program restrictions to ensure the cost is allowable.

Costs That Require Special Attention

In addition to the aforementioned, certain types of costs may be allowable under federal law but may not be allowable under state law or guidelines, or may only be allowable under certain circumstances and conditions. TEA's [Guidelines Related to Specific Costs](#) (under *Allowable Cost Guidance*) outlines several other types of costs that require special attention due to the fact some costs frequently cause audit exceptions or monitoring findings. Included in that guidance are descriptions of allowable awards and incentives; cell phones; employer contributions to *voluntary* retirement plans; field trips; printing costs; food costs, including for hostessing meetings and conferences; fundraising; gifts; promotional items; social events; and training on grant writing.

The District makes every effort to comply with these guidelines in the expenditure of federal grant funds to avoid audit exceptions. All purchases are to be included in the District's DIP/CIP. Grant funded purchase order requisitions are approved by corresponding Program Managers

before any obligation of funds occur. District employees engaged in federally-funded activities are required to consult this document regularly and be familiar with its contents

The state and/or District rules related to some specific cost items are discussed below. District employees must be aware of these State and District rules and ensure they are complying with these requirements.

Travel

Travel costs are the expenses for transportation, lodging, subsistence (i.e., meals), and related items incurred by employees who are in travel status on official business of the District. TEA's policy for reimbursing travel is more restrictive than the federal cost principles allow. In an effort to keep travel costs reasonable, TEA restricts reimbursement for travel paid from federal and state grants to rates that are specified in the State of Texas *General Appropriations Bill, Article IX, General Provisions, Travel Regulations*, in effect for the particular grant period. TEA regularly publishes information and guidance about allowable travel costs and rates on the [Administering a Grant](#) page (scroll down under *Handbooks and Other Guidance*). Travel allowance will be reasonable to the extent that costs do not exceed the U.S. GSA limits.

The federal cost principles allow for reimbursement for meals on a *per diem* basis, whether or not the employee actually spends the entire per diem. TEA, however, in following the travel restrictions specified in the Appropriations Bill for state employees, allows for reimbursement of meals at *actual costs*, not to exceed the federal rate for the locale, or local policy, *whichever is less*. Travel *allowances* (where the employee is reimbursed the per diem rather than actual costs whether or not the employee actually spends all of the maximum allowable per diem) are not allowable charges to state and federal grants in Texas. The State of Texas defines reimbursement of the difference between the maximum per diem and the actual amount spent on meals as a "gift of public funds", which is unallowable per the Texas Constitution. Therefore, the District ensures that its travel policy and reimbursement practices reflect this requirement. See Purchasing Guidelines in Appendix.

Additionally, if local District policy provides for reimbursement for travel expenses at an amount that exceeds the rates allowed by TEA, the District pays the difference from state or local funds. District policy does not provide for reimbursement of travel expenses at a higher rate as specified in the District's written travel policies.

In general, reimbursement from state or federal grants for employees on travel is limited to the following: See District's Travel Guidelines below.

Temporary Dependent Care Costs:

Travel costs for dependents are unallowable.

The District does not reimburse employees for temporary dependent care costs.

*Documentation that Travel Costs are **Reasonable** and **Justifiable**:* Additionally, costs incurred by employees and officers for travel, including costs of lodging, other subsistence, and incidental expenses, must be deemed by the District to be *reasonable* and otherwise allowable only to the extent such costs do not exceed charges normally allowed by the District in its regular operations as the result of its written travel policy.

Pursuant to the requirements in 2 CFR § 200.474(b), documentation must be maintained that *justifies* that (1) participation of the particular *individual* is *necessary* to the federal award; and (2) the costs are *reasonable* and *consistent* with the District's established policy.

Refer to the District's *written travel reimbursement policy*, which complies with TEA's guidelines related to travel, for specific provisions related to travel. 2 CFR § 200.474(a).

Request to Travel Form

Employees who plan to travel must complete a *Web Travel* prior to travel, detailing the dates of the proposed travel, purpose of the travel, how it will benefit the grant program, and *estimated* travel expenses. The *Web Travel* must be approved by the employee's supervisor and by the Accounting Department. The supervisor will verify that the travel by the particular *individual* is necessary to accomplish the objectives of the grant program. The Accounting Department will verify that costs are reasonable and consistent with the District's travel policies. The Accounting Department will also ensure that sufficient funds are budgeted and available for travel in the appropriate grant program prior to the employee incurring any travel expenditures.

Travel Reimbursement

Travel costs must be properly documented to be reimbursable by the District. The employee must document travel costs with a *Travel Reimbursement Form* that is completed *after* the travel has occurred. The *Travel Reimbursement Form* must include the following at a minimum:

- Name of the individual claiming travel reimbursement
- Destination and purpose of the trip, including how it was necessary for this particular individual to travel on this particular trip in order to accomplish the objectives of the grant program

- Dates of travel
- Actual mileage (not to exceed reimbursement at the maximum allowable rate). Travelers are required to calculate mileage by one of the following two methods:
 - Actual odometer reading (point-to-point method)
 - Electronic mapping source (such as that on www.Mapquest.com or any other online mapping service). If this method is chosen, the traveler must print out the driving directions provided by the site and attach them to the travel voucher.

Travelers are required to select the shortest and most economical route but may justify the selection of another route if it was chosen for safety reasons and specific justification of the selection is given.

- *Actual amount* expended on lodging per day, with a receipt attached (may not exceed the federal rate for the locale)
- *Actual amount* expended on meals per day (must not exceed the federal rate for the locale; tips and gratuities are not reimbursable). Receipts for meals are not required by TEA but may be required per local District policy.
- Actual amount of airfare (receipt must be attached; a printed copy of an online receipt is acceptable)
- Actual amount expended on public transportation, such as taxis and shuttles (receipt not required by TEA but may be required per local District policy)
- Actual amount expended on a rental car, with receipt attached and justification for why a rental car was necessary and how it was more cost effective than alternate transportation; receipts for any gasoline purchased for the rental car must be attached (*mileage* is not reimbursed for a rental car – only the *actual cost for gasoline* is reimbursed)
- Actual cost of gasoline for a rental car (receipts must be attached)
- Actual cost of parking (receipt may be required at the local level, but is not required by TEA)
- Actual amount expended on incidentals, such as hotel taxes, copying of materials, and other costs associated with the travel (receipts must be attached)
- The amount of any cash advance paid to the employee prior to the travel
- Total amount to be reimbursed to the employee
- The signature and date of the employee
- The signature and date of the supervisor or other manager

Travel costs that are not supported by proper documentation as described above are not allowable to be charged to the grant and are subject to disallowance by state and federal auditors and monitors.

Other costs requiring special attention are discussed below.

Advertising and Public Relations Costs

Pursuant to the requirements in 2 CFR § 200.421, the costs of *advertising* are allowable only for the recruitment of grant personnel; the procurement of goods and services for the award; disposal of scrap or surplus materials acquired under the award; and program outreach. Allowable *public relations* costs are those necessary to communicate with the public and press pertaining to specific activities or accomplishments or as necessary to keep the public informed on matters of public concern. All advertising and public relations costs must be necessary for the performance of the particular award, and must *not* be for the purpose of advertising or relating to the public with regard to the district in general.

Hosting Meetings and Conferences

2 CFR § 200.432 discusses the allowability of conference costs paid by the district as a sponsor or host of the conference. A conference is defined as “a meeting, retreat, seminar, symposium, workshop or event whose primary purpose is the dissemination of technical information beyond the non-federal entity (i.e., the conference is for non-employees) and is necessary and reasonable for successful performance under the award.” These federal guidelines state that costs may include rental of facilities, cost of meals and refreshments, local transportation, and other items incidental to such conferences unless further restricted by the terms and conditions of the federal award. Per the guidance, conference hosts/sponsors must exercise discretion and judgment in ensuring that conference costs are appropriate, necessary, and managed in a manner that minimizes the costs to the federal award.

However, the USDE issued more restrictive [guidance related to the use of funds for conferences and meetings](#) (under *Allowable Cost Guidance*), particularly with regard to food costs such as meals, snacks, and refreshments.

Per guidance from the USDE:

“Generally, there is a very high burden of proof to show that paying for food and beverages with Federal funds is necessary to meet the goals and objectives of a

Federal grant. When a grantee is hosting a meeting, the grantee should structure the agenda for the meeting so that there is time for participants to purchase their own food, beverages, and snacks. In addition, when planning a meeting, grantees may want to consider a location in which participants have easy access to food and beverages.

While these determinations will be made on a case-by-case basis, and there may be some circumstances where the cost would be permissible, it is likely that those circumstances will be rare. Grantees, therefore, will have to make a compelling case that the unique circumstances they have identified would justify these costs as reasonable and necessary.”

Additionally, the USDE guidance states that grantees should consider whether a face-to-face meeting or conference is the most effective or efficient way to achieve the desired result and whether there are alternatives, such as webinars or video conferences, that would be equally or similarly effective and more efficient in terms of time and costs than a face-to-face meeting. The USDE guidance also states that grantees should consider how the meeting or conference will be perceived by the public; for example, will the meeting or conference be perceived as a good use of taxpayer dollars?

These and more specific guidelines are also discussed in TEA’s [Guidelines Related to Specific Costs](#) (under *Allowable Cost Guidance*) in the *Food and Beverage Costs* section.

District staff will adhere to these guidelines if and when hosting a meeting or conference for non-employees. Prior to planning a meeting or conference, approval will be obtained from the Program Director in the District. The proposed meeting or conference will be budgeted in the approved application and the District will obtain prior approval from TEA as specified in the *Budgeting Costs Guidance Handbook*.

Cost of Identifying Local Dependent Care: Pursuant to the provisions in 2 CFR § 200.432, the District may use grant funds to pay for *identifying*, but *not providing*, locally available dependent-care resources for those attending the conference. For example, allowable costs might include accessing, compiling, and providing a list of nearby child care facilities for attendees at a conference.

The District does not use grant funds to pay for *identifying* locally available dependent care resources.

Entertainment Costs and Field Trips

Pursuant to 2 CFR § 200.438, costs of *entertainment*, including amusement, diversion, and social activities and any associated costs are *unallowable*, except where specific costs that might otherwise be considered entertainment have a programmatic purpose. TEA interprets this section to include some *field trips*, depending on the nature and purpose of the field trip. All field trips require the prior written approval of TEA.

TEA's [Guidance Related to Specific Costs](#) (under *Allowable Cost Guidance*) includes information about allowable and unallowable field trips. District staff will consult these guidelines and secure prior written approval from TEA prior to planning and scheduling any field trips.

Use of Federal Funds for Religion Prohibited

Without exception, federal funds will not be used to pay for any of the following:

- religious worship, instruction, or proselytization
- equipment or supplies to be used for any of those activities

34 CFR § 75.532 and 76.532

Use of Federal Funds for Construction or Major Remodeling and Renovation

Federal funds will not be used to purchase real property or for construction unless the costs are specifically permitted by the authorizing program statute or implementing regulations for the program, and the costs are properly budgeted and approved in the applicable federal grant application. 34 CFR § 76.533.

Remodeling and Renovation: Major remodeling and renovation is defined as *construction*.

Therefore, all of the federal requirements apply to any major remodeling or renovation paid with federal funds.

The term *construction* does *not* include *minor* remodeling and renovation. *Minor remodeling* as defined in 34 CFR Part 77 means

“minor alterations (that do not affect structural supports) in a previously completed building. The term also includes the *extension* of utility lines, such as water and electricity, from points beyond the confines of the space in which the minor remodeling is undertaken but within the confines of the previously

completed building. The term does *not* include building construction, structural alterations to buildings, building maintenance, or repairs.”

The purchase of a portable building is a capital purchase (i.e., equipment) and may be allowable under certain federal programs if necessary to carry out the objectives of the grant program, if appropriate for the circumstances, and if approved in the applicable grant application. However, preparing the site for the installation of the portable building, including ground leveling, electrical wiring, plumbing, and constructing a sidewalk and steps, is considered *construction* and is not allowable from a federal grant unless the authorizing federal program statute specifically permits construction and it is approved in the grant application.

If construction and/or major remodeling and renovation are allowable and approved under a particular federal program, there are numerous laws and regulations with which the District must comply. The District will comply with all applicable state and federal laws, regulations, and guidelines for construction and/or major remodeling and renovation, including those found in 34 § CFR 76.600 and in 34 CFR §§ 75.600 - .617, as well as those found in 2 CFR §§ 200.317 - .326 related to procurement. In addition, the District will comply with requirements under the Department of Labor’s [Davis-Bacon and related Acts](#), as well as bonding requirements specified in 2 CFR § 200.325. Failure to comply with these requirements could result in the repayment of funds.

If Federal funds are available for the construction, remodeling or renovation the District’s Construction Policy and School Board Policy (CVA Legal, CVA Local, CVB Legal, CVB Local and CVE Legal) will be followed in addition to any required guidelines by Granting Agency.

Use of Federal Funds Benefitting Students and Teachers in Private Schools

Many federal programs contain the requirement that equitable services be provided to students and teachers in private nonprofit schools located within the District’s boundaries if the officials of the nonprofit school desire that their children and teachers receive the benefits of those federal programs. In the event that private nonprofit schools wish to participate, there are restrictions with regard to the use and control of funds which benefit those students and teachers. 34 CFR §§ 76.658 - .662.

The expenditure of all federal funds for the benefit of participating private school students and teachers is directly related to the specific federal program under which private school students and teachers are receiving benefit. The following provisions will be adhered to in the use of federal funds for the benefit of private school students and teachers.

- The District shall maintain continuing administrative direction and control over funds and property that benefit private school teachers and students. No funds will ever be paid to a private school. All goods and services are purchased by the District on behalf of and for use by the participating private school.
- The District will monitor participating private schools to verify compliance with these requirements.
- The District shall not use funds to finance the existing level of instruction in a private school or to otherwise benefit the private school.
- The District shall use funds to meet the *specific program needs of students* enrolled in private schools, rather than the *needs of a private school* or the *general needs of the students* enrolled in a private school.
- The District may use funds to make *District* personnel available in *other than* District facilities to the extent necessary to provide equitable program benefits designed for students enrolled in a private school and if those benefits are not normally provided by the school.
- The District may use funds to pay for the services of a *private school employee* if the employee performs the services outside of his or her regular hours of duty and the employee performs the services under the supervision and control of the District or other public entity.
- Equipment and Supplies
 - The District must keep title to and exercise continuing administrative control of all equipment and supplies that the District acquires with federal funds. The District will only place equipment and supplies in a private school for the period of time needed for the federal grant project. (The equipment and supplies are “on loan” to the private school for the duration of the grant project.)
 - The District will monitor to ensure that the equipment or supplies placed in a private school are used only for the purposes of the project and can be recovered from the private school without remodeling the private school facilities.
 - The District will remove the equipment or supplies from a private school if the equipment or supplies are no longer needed for the purposes of the project or if removal is necessary to avoid use of the equipment or supplies for other than project purposes.
- The District will ensure that federal funds are not used for the construction of private school facilities.

The State and Federal Programs department works collaboratively with participating private nonprofit schools through the planning process and implementation of services. Consultation meetings are held with the respective school administrator on an individual basis. An inventory

of all materials and equipment purchased with federal funds is maintained and monitored by conducting campus visits annually to review all inventory accordingly.

For additional information pertaining to the requirements for participation by students enrolled in private nonprofit schools, see section *XI. Programmatic Requirements, A. Private Nonprofit School Participation* in this manual.

G. Reporting Expenditures

TEA Grants

The [General Provisions and Assurances](#) that accompany every grant application funded by or through TEA contains an assurance that grantees agree to comply with expenditure reporting requirements. The District will submit expenditure reports in the time and manner requested by TEA.

TEA requires that districts and other grantees use a standard format for reporting expenditures for grants funded through TEA. Reports are submitted electronically through the automated [Expenditure Reporting](#) (ER) system by class/object code. The *Program Guidelines* for each RFA published by TEA and/or the *Critical Events* calendar provided on the TEA [Grant Opportunities page](#) for a specific program identify the required expenditure reporting dates. However, even though dates for submitting interim expenditure reports may not be specified, the District will submit expenditure reports more frequently, such as monthly, to indicate that grant activities and expenditures are occurring as planned and there are no major delays in the project.

Final expenditure reports are generally due 30 days after the ending date of the grant. If the grant program has a cost share or matching funds requirement, the District must also report the total cost share or matching funds in ER.

Each District employee who reports and/or certifies expenditures in ER is required to have a TEASE (TEA Secure Environment) username and password to access ER. (As of the writing of this template, TEA was in the process of migrating to a new secure environment, [TEA Login \(TEAL\)](#), which replaces the older TEASE. ER and eGrants will eventually be transferred to TEAL.) The District reports cumulative expenditures to date in ER, and the system automatically calculates the amount already paid to the District and the amount owed and generates a payment to the District.

When filing interim reports, the District will only report actual expenditures, and any expenditures that will be paid out within three business days once payment is received by the District. In addition, the District will comply with the cash management procedures described in *II. Financial Management System, H. Federal Cash Management Policy/Procedures* of this manual.

The District Accountant submits the reports in ER. Each report is certified by the Program Director, an authorized official, who attests that expenditures are true and correct. Effective July 1, 2015, the fiscal reports requesting payment will include a certification signed/certified by an official who is authorized to legally bind the District. 2 CFR § 200.415. The certification reads as follows:

“By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, or false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

See *II. Financial Management System, H. Federal Cash Management Policy/Procedures* in this manual for more information on requesting grant payments and the disbursement of funds on the day payment is received, as well as the calculation of interest earned on funds not paid out upon receipt.

The ER system automatically rejects expenditure reports if:

- The District is claiming expenditures in a class/object code not budgeted in the application.
- The total amount reported exceeds the total amount awarded.

TEA (or other agency administering the grant on behalf of TEA) reserves the right to require supporting documentation (such as an accounting ledger) that lists the individual expenditures by object code, as well as invoices, receipts, travel vouchers, and other expenditure documents for expenditures at any time during or after the grant period for as long as the records are retained according to requirements for record retention. The District will be required to reimburse all expenditures that are unsupported by appropriate documentation or found to be unallowable

under the grant. Depending upon the severity of noncompliance with allowable cost principles, additional sanctions may be imposed, up to and including termination of the grant and refund of all unallowable costs.

In addition, failure to submit the expenditure reports according to the required reporting dates could cause the grantee to be identified as high risk and could result in additional sanctions. (See *Part VIII. Monitoring, B. TEA Monitoring, Identification as a High-Risk Grantee* in this manual.)

Refunds Due to TEA

If the final expenditure report indicates that a refund is due to TEA, within 30 days of notification that a refund is due, the District will submit a refund check to the following address:

Texas Education Agency—MSC
P.O. Box 13717
Austin TX 78711-3717

The District will write the name of the grant program and the NOGA ID number on the refund check and note the reason for the refund (e.g., due to an internal audit or an annual audit).

Failure to comply with the requirements for submitting a refund within 30 days will result in an enforcement action by TEA to withhold future payments. 2 CFR § 200.338

Grants from Other Awarding Agencies

The District will submit expenditure reports to other awarding agencies in the time and manner requested by the agency. The District will comply with the cash management procedures described in the following section.

H. Federal Cash Management Policy/Procedures

Generally, grantees receiving state and federal grants from TEA receive payment from TEA by reporting cumulative expenditures (by class/object code) and requesting payment in TEA's electronic Expenditure Reporting (ER) system. Specific expenditure reporting requirements are provided in TEA's [General and Fiscal Guidelines](#) that accompany each *Request for Application* (RFA) from TEA. These guidelines are updated regularly and must be consulted on a regular basis.

Payments through ER are deposited into the District's depository bank by the state comptroller's office within six to seven business days of the payment request (provided TEA receives any

supporting documentation requested in a timely manner and there are no other complications with the automated system).

Two methods of payment are provided in federal regulations: *advance* and *reimbursement*. The District uses the reimbursement method for requesting grant payments from TEA and other awarding agencies.

Advance Method

The District currently does not use the Advance Method. This section will remain in the manual for future reference.

If the advance payment method is used, the District maintains

- *written procedures that minimize the time elapsing between the transfer of funds and disbursement by the District, and*
- *financial management systems that meet the standards for fund control and accountability. 2 CFR § 200.305.*

In accordance with federal requirements, advance payments are limited to the minimum amounts needed and are timed in accordance with the actual, immediate cash requirements of the District. The timing and the amount of advance payments is as close as is administratively feasible to the actual disbursements by the District. The District also makes timely payment to contractors.

To the extent the District receives advance payments of federal funds as described above, the District will expend (i.e., pay out) the federal funds on allowable expenditures within of receipt to avoid excess cash on hand and a refund due to TEA (see Excess Cash on Hand section below). (Please note that interest starts accruing upon receipt of funds. See Interest Earned on Advances section below.) Accordingly, the District will not have more cash on hand than is necessary to meet three days' cash needs. Therefore, the District requests cash no earlier than six working days before actual disbursement of funds and will request only that amount that has already been paid out or will be paid out within three business days once the payment is received from TEA.

The District ensures that it requests payment only for obligations incurred during the grant period and for goods and services that have been actually received. The District also verifies that it is not requesting payment for any costs that cannot be satisfactorily documented with appropriate source documentation.

Prior to each payment request, the District Accountants and Finance Director reviews the general ledger to determine the exact amount of cumulative expenditures to date and reviews

and calculates the exact amount of payroll and/or other payables that will be paid out within three business days once the payment is received. The District Accountant logs into the ER system to request payment and the Finance Director certifies that the expenditures are true and correct and that payment will be paid out within three business days of receipt in the District's depository account.

The District Accountant will verify that the payment was received in the District's depository account. The District Accountant will notify the Finance Director that payment has been received and to immediately process said payroll or other payables. The Finance Director will verify all payments to ensure that no funds are being paid out for goods and services not actually received and to verify that all funds received for a particular payment are paid out and do not remain on deposit in the District's account.

Advance payments are deposited and maintained in insured accounts whenever possible. In addition, the District maintains advance payments in interest-bearing accounts unless all of the following apply:

Interest Earned on Advances

The District will calculate interest earned on cash advances upon receipt of advance payments and will remit interest as specified below. Any interest earned on those funds while on deposit in the District's bank account after receipt and before disbursement will be included in the interest-earned calculation. Total federal grant cash balances will be calculated on cash balances per grant and applying the District's average interest rate.

Annually, within 30 days after the end of each fiscal year, the District will remit interest earned on U.S. Department of Education grants to the Department of Health and Human Services Payment Management System (PMS) as specified below. As permitted in the regulations, the District will retain up to \$500 per year for administrative expense. District Accountant will credit funding source for interest earned prior to final expenditure report is submitted.

Remitting Interest

Payment of interest will be through an electronic medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment. Remittances will include pertinent information of the District and nature of payment in the memo area (often referred to as "addenda records" by financial institutions) that will assist in the timely posting of interest earned on federal funds. Pertinent details include the Payee Account Number (PAN) if the payment originated from PMS, or Agency information if the payment originated from G5 (Department of Education), ASAP (Automated Standard Application for Payments), NSF, or another federal agency payment system. The remittance will be submitted as follows:

For ACH Returns:

Routing Number: 051036706

Account number: 303000

Bank Name and Location: Credit Gateway—ACH Receiver St. Paul, MN

For Fedwire Returns*:

Routing Number: 021030004

Account number: 75010501

Bank Name and Location: Federal Reserve Bank Treas NYC/Funds Transfer Division, New York, NY

** Please note organization initiating payment is likely to incur a charge from your Financial Institution for this type of payment.*

For recipients that do not have electronic remittance capability, please make check** payable to:

The Department of Health and Human Services

Mail Check to Treasury approved lockbox:

HHS Program Support Center, P.O. Box 530231, Atlanta, GA 30353-0231

*(** Please allow 4-6 weeks for processing of a payment by check to be applied to the appropriate PMS account)*

Any additional information/instructions may be found on the PMS Web site at <http://www.dpm.psc.gov/>.

Excess Cash on Hand

In addition to remitting interest per the preceding instructions, per TEA's policy (TEA's [General and Fiscal Guidelines](#), Return of Interest Earned from Excess Cash on Hand), any funds that are not paid out within three business days of receipt of funds are considered excess cash on hand, which must be returned to TEA immediately as a refund. Refunds that are a result of excess cash will be sent to the following address:

Texas Education Agency—MSC

P. O. Box 13717

Austin TX 78711-3717

Per instructions from TEA, the District will write the name of the grant program and the NOGA ID number on the refund check. The refund will be credited to the NOGA ID from which the excess funds were drawn down.

Reimbursement Method

Under the reimbursement method, the District initially charges federal grant expenditures to nonfederal funds and makes appropriate journal entries to charge the federal grant once payment is received. All reimbursements are based on actual disbursements (i.e., payments already made), not on obligations.

The District Accountant will request reimbursement for actual expenditures incurred under the federal grants monthly or as specified by TEA or other awarding agency through TEA's ER System (described above) or through other awarding agency's system, such as the Department of Education's G5 system, for direct grants. When using this method, the District will only request *reimbursement* for funds actually already paid out.

Reimbursements of *actual expenditures* do not require interest calculations as detailed in the *Advance Method* section.

Noncompliance with Cash Management Requirements

Pursuant to the provisions of 2 CFR § 200.338, grantees that fail to comply with cash management requirements, including the repayment of interest earned, may be subject to the following special conditions or enforcement actions:

- Identification as a high-risk grantee, pursuant to the provisions of 2 CFR § 3474.10 and 2 CFR § 200.207, which may involve the imposition of special conditions and being placed on reimbursement basis only (District would not be able to draw down its own funds in the ER system without first submitting supporting documentation for expenditures)
- Temporarily withholding cash payments pending correction of the deficiency
- Disallowing all or part of a cost not in compliance
- Suspension or termination of the award
- Withholding further awards for future grants from TEA
- Debarment or suspension from receiving any future federal funds from any entity
- Other remedies that may be legally available

I. Program Income

Definition

Program income means gross income earned by the District that is directly generated by a supported activity or earned as a result of the federal award during the grant's period of performance. 2 CFR § 200.80.

Program income includes, but is not limited to:

- income from fees for services performed
- the use or rental of real or personal property acquired under federal awards
- the sale of commodities or items fabricated under a federal award (costs to purchase or fabricate items must be allowable under the grant and the activities must be appropriate for the grant program)
- license fees and royalties on patents and copyrights
- principal and interest on loans made with federal award funds

The District will not generate any program income as part of a federal grant award.

Interest earned on advances of federal funds is *not* program income. Except as otherwise provided in federal statutes, regulations, or the terms and conditions of the federal award, program income does *not* include rebates, credits, discounts, and interest earned on any of these. 2 CFR § 200.80. Additionally, taxes, special assessments, levies, fines, and other such revenues raised by the District are *not* program income unless the revenues are specifically identified in the federal award or federal awarding agency regulations as program income. Finally, proceeds from the sale of real property, equipment, or supplies are *not* program income. 2 CFR § 200.307

The District will describe in the applicable grant application any program income it wishes to earn, including a description of the activity(ies) that will be conducted to earn program income and how the activity(ies) will further the objectives of the grant program. The Program Managers will make the final determination if the activity that is proposed to generate program income is suitable for the program and whether it is permissible to proceed with requesting it in the application.

Use of Program Income

Deduction Method: Per federal regulations, the default method for the use of program income for the District is the *deduction* method. 2 CFR § 200.307(e). Under the *deduction* method, program income is *deducted* from *total* allowable costs to determine the *net* allowable costs. Thus, prior to

submitting the expenditure report, the amount of program income must be deducted from total expenditures. Program income will only be used for current costs unless the District is otherwise directed by TEA or other awarding agency. 2 CFR § 200.307(e)(1).

Addition Method: The District may also request written prior approval from the TEA Chief Grants Administrator (or other awarding agency) to use the *addition* method. Under the *addition* method, program income may be *added* to the Federal award. The program income must then be used for the purposes and under the conditions of the Federal award. 2 CFR § 200.307(e)(2)

While the *deduction* method is the default method, the District always refers to the NOGA/GAN prior to determining the appropriate use of program income. If the NOGA/GAN does not address the use of program income or does not authorize districts to use the *addition* method, the District must determine if it needs to request authorization from TEA or other awarding agency to apply the *addition* method if it is in the best interest of the District.

Reporting Program Income

If the District earns any program income, all program income will be reported on the expenditure report, even when the District has been given permission in the application to retain the program income and add it to the grant funds.

Earning Program Income after the Grant Period

There are no federal requirements governing the disposition of program income earned after the end of the grant period, unless the terms of the agreement or the program-specific federal regulations provide otherwise. After the ending date of the grant, the District is no longer required to report any program income generated for the grant. For multi-year discretionary grant projects, this means at the end of the multi-year grant project.

III. Procurement System

Module 3 of TEA's [FASRG](#) outlines requirements and best practices related to the purchasing function. Reflecting state (and some federal) requirements for purchasing, *Module 3* is based on statutes containing requirements for districts for competitive *purchasing/contracting processes* found in the *Texas Education Code*, *Local Government Code*, *Texas Government Code*, *Texas Revised Civil Statutes*, Texas Attorney General Opinions, federal regulations and other sources. *The Handbook on Purchasing for Texas Public Schools, Junior Colleges and Community*

Colleges (Appendix 1 of Module 3) was written to provide information about purchasing and also be a ready reference regarding:

- Purchasing ethics
- Questions and answers on bidding and purchasing topics
- Example purchasing documents
- Purchasing laws
- Texas Attorney General Opinions
- Definitions of purchasing terms

According to *Section 271.003(9), Local Government Code*, "school district" means an independent school district, common school district, community college district, junior college district or regional college district organized under the laws of this state. Therefore, the District is required to comply with all requirements outlined in *Module 3* and in state law.

In accordance with TEA's *purchasing policy* established in *Module 3*, the District's objective is to purchase the best products, materials, and services at the lowest practical prices within relevant statutes and policies. It is important to acquire goods and services for the best price through fair and open competition to protect the interest of the local, state, and federal government while still maintaining the desired quality and minimizing exposure to misuse of funds.

Also in accordance with *Module 3*, the District's administrative *procedures* pertaining to purchasing goods and services shall reflect *quality assurance* and *quality control*, including an analysis of products provided through the procurement process, a review of services provided, and a review of vendor performance. Additionally, the District's purchasing practices and procedures must comply with federal procurement standards, some of which are already incorporated into *Module 3*. It should be noted that some state requirements for purchasing are more restrictive than the federal requirements. Key state requirements that are more restrictive are noted in this section.

http://www.mcisd.net/apps/pages/index.jsp?uREC_ID=217607&type=d&pREC_ID=478739

A. Conflict of Interest requirements

Substantial state and federal requirements exist pertaining to standards of conduct and conflict of interest. It is the intent of the District for all employees, officers, or agents to conduct all activities associated with procurements in compliance with the highest ethical standards, including the avoidance of any *real or perceived conflict of interest*. It is also the intent of the District to impose appropriate sanctions or disciplinary actions, including but not limited to

termination and/or prosecution, for any employees or officers who violate any of these requirements.

Standards of Conduct

State Requirements

According to *The Handbook on Purchasing for Texas Public Schools, Junior Colleges and Community Colleges* (Module 3 of [FASRG](#), Appendix 1), it is a serious breach of the public trust to subvert the public purchasing process by directing purchases to certain favored vendors, or to tamper with the purchasing process, whether it is done for kickbacks, friendship or any other reason. State law relating to violation of purchasing requirements imposes upon violators certain criminal penalties, which are found in *Section 44.032, Texas Education Code, and Chapter 271.029, Local Government Code*.

The following common standards of ethics shall govern the conduct of District employees involved in the purchasing function:

1. It is a breach of ethics to attempt to realize personal gain through public employment with a school district by any conduct inconsistent with the proper discharge of the employee's duties.
2. It is a breach of ethics to attempt to influence any public employee of a school district to breach the standards of ethical conduct set forth in this code.
3. It is a breach of ethics for any employee of a school district to participate directly or indirectly in a procurement when the employee knows that:
 - The employee or any member of the employee's immediate family has a financial interest pertaining to the procurement;
 - A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement; or
 - Any other person, business or organization with whom the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.
4. Gratuities: It is a breach of ethics to offer, give or agree to give any employee or former employee of a school district, or for any employee or former employee of a school district to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or

purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government. Acceptance of gratuities may be construed as a criminal offense.

In addition, Texas law makes a gift (an item valued at \$50 or more, cash of any amount, or a negotiable instrument of any value) to a public employee a Class A misdemeanor if the employee is someone who exercises some influence in the purchasing process of the governmental body. (*Texas Penal Code*, 36.09[d] and [h]). Refer to Board Policy: CB, CAA (Local) CBB (Legal)

5. Kickbacks: It is a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract of a school district, or any person associated therewith, as an inducement for the award of a subcontract or order.
6. Contract Clause: The prohibition against gratuities and kickbacks prescribed above should be conspicuously set forth in every contract and solicitation therefore.
7. It is a breach of ethics for any employee or former employee of a school district knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person.

Local Government Code, Chapter 176 provides information regarding conflict of interest statements to be filed by vendors and certain school district employees. Refer to the [Texas Ethics Commission website](#) for additional information and sample forms.

Organizational Conflicts

In addition to the state requirements pertaining to standards of conduct and avoiding conflict of interest, in accordance with 2 C.F.R. § 200.18(c)(1), the District's standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of federal contracts include the following federal standards.

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a *real or apparent* conflict of

interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

The officers, employees, and agents of the District may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts unless the gift is an unsolicited item of nominal value. (See state requirements above pertaining to defining “nominal value.”)

Board Policy

Board Policy **DBD Local** addresses requirements for employees concerning conflicts of interest while **DH Local** addresses standards of conduct. In accordance with **DBD Local** “an employee shall disclose to his or her immediate supervisor a personal financial interest, a business interest, or any other obligation or relationship that in any way creates a potential conflict of interest with the proper discharge of assigned duties and responsibilities or that creates a potential conflict of interest with the best interest of the District.” If the employee can affect a financial decision based upon their position, they must file an affidavit with the District Superintendent or designee prior to any award of a contract or payment by the District.

Immediate Family is defined as:

1. Spouse
2. Son or daughter, including a biological, adopted, or foster child, a son or daughter in law, a stepchild, a legal ward or a child for whom the employee stands in loco parentis
3. Parent, stepparent, parent in law, or other individual who stands in loco parentis to the employee
4. Sibling, step sibling, sibling-in-law
5. Grandparent and grandchild
6. Any person residing in the employee’s household at the time of illness or death

Person means a natural person, corporation, government or governmental subdivision or agency, trust, estate, partnership, cooperative, or association.

Partnership is the relationship existing between two or more persons who join to carry on a trade or business. Each person contributes money, property, labor or skill, and expects to share in the profits and losses of the business.

Financial or other interest means any financial or other personal involvement of the person, his or her spouse, domestic partner, children, parent, or siblings who reside in the same household including, but not limited to:

- Income; honoraria or other payment for services
- Reimbursed or sponsored travel for services
- Equity such as stock, stock options or other ownership rights, excluding interest of any amount in publicly traded, diversified mutual funds, pension funds, or other institutional investment funds over which the person does not exercise control
- Patents and copyrights
- Contract, licensing and other agreements
- Royalties
- Employment; and series, relationships or positions, even if uncompensated

Reporting Process

A local government officer/staff member/agent must file a Conflicts Disclosure Statement with the Purchasing Department no later than 4:30 p.m. on the seventh (7th) business day after the date on which the officer/staff member/agent becomes aware of the facts that require the filing of the statement. See Appendix.

Disciplinary Actions

The District will impose appropriate sanctions or disciplinary actions, including but not limited to termination and/or prosecution, for any employee or officer who violates any of these requirements related to standards of conduct and conflict of interest. 2 CFR § 200.318(c)(1)

DH (LOCAL) Each employee shall comply with the standards of conduct set out in this policy and with any other policies, regulations, and guidelines that impose duties, requirements, or standards attendant to his or her status as a District employee. Violation of any policies, regulations, or guidelines shall be considered good cause for termination and may result in disciplinary action, including termination of employment. The supervisor/director of the employee, in conjunction with the Assistant Superintendent for Human Resources will investigate any suspected violation and recommend the appropriate personnel action.

A contract employee may be suspended with or without pay or placed on administrative leave by the Superintendent during an investigation of alleged misconduct by the employee or at any time the Superintendent determines that the District's best interest will be served by the suspension or administrative leave. For a detailed treatment of termination and nonrenewal of educator contracts, see policies DFAA and DFAB (Probationary Contracts), and DFBA and DFBB (Term Contracts).

DCD (LOCAL) At-will employees may be dismissed at any time for any reason not prohibited by law or for no reason, as determined by the needs of the District.

Mandatory Disclosure

Upon discovery of any potential conflict, the District will disclose in writing the potential conflict to TEA or other federal awarding agency in accordance with applicable TEA or other federal awarding agency policy. 2 CFR§ 200.112.

In addition, the District will disclose, in a timely manner, in writing to TEA or other federal awarding agency, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. 2 CFR § 200.113. Failure to make required disclosures can result in any of the remedies described in 2 CFR § 200.338, Remedies for Noncompliance, including Debarment and Suspension. Conflicts of interest forms will be filled with the Purchasing Coordinator. The Purchasing Coordinator will address any disclosure with respective department head/campus principal and the human resource department. Human resources will determine when it is necessary to contact TEA or other federal awarding agency accordance to 2 CFR § 200.112. Refer to local School Board policy____(Legal) and ____ (Local) at www.mcisd.net .

B. Full and Open Competition

All procurement transactions paid with federal funds are conducted in a manner providing *full and open competition* consistent with 2 C.F.R § 200.319. In an environment of full and open competition, no proposer or bidder has a competitive advantage over another. All potential proposers and bidders must be provided the same information and have the same opportunity to submit a bid or proposal. Providing a competitive advantage to one or more potential proposers or bidders over another can open up the potential for disputes and lawsuits that can be costly and can significantly delay the completion of projects.

In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals (RFPs) are excluded from competing for such procurements. The District does not engage in the following situations that may restrict *full and open competition*, including but not limited to:

- placing unreasonable requirements on firms in order for them to qualify to do business;
- requiring unnecessary experience and excessive bonding;
- noncompetitive pricing practices between firms or between affiliated companies;
- noncompetitive contracts to consultants that are on retainer contracts;

- organizational conflicts of interest;
- specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
- any arbitrary action in the procurement process. 2 CFR § 200.319(a)

The district uses a standard template for Bid/RFP solicitation to ensure standardization. The specifications for the goods or services being solicited are in a different part of the template. The Purchasing Department, in conjunction with the department seeking the goods or services, will confirm that specification do not prohibit competition.

The Purchasing Department advertises and distributes Bid/RFP solicitations to potential vendors. If a question arises from a potential vendor for clarification reasons, the Purchasing Department will respond to the vendor as well as all other potential vendors. If it’s determined the solicitation is unclear in some area, the Purchasing Department will submit an addenda to the original solicitation to all potential vendors. If assistance is needed from outside the District with creating the solicitation documents, the entity that assists in creating the specifications for the solicitation is excluded from being allowed to provide a response to the solicitation.

The District also complies with the following requirements in 2 CFR 200 to ensure full and open competition when purchasing with federal funds.

Geographical Preferences Prohibited

The District conducts federal procurements in a manner that prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. 2 CFR § 200.319(b). Accordingly, when purchasing with federal funds, the District does not give preference to a contractor/vendor which is located in Texas or the local or surrounding community simply due to the location. Nothing in this section preempts state licensing laws.

When contracting for *architectural and engineering (A/E) services*, geographic location may be a selection criterion provided an appropriate number of qualified firms, given the nature and size of the project, are left to compete for the contract.

The Purchasing Department, in conjunction with the department seeking the goods or services, will confirm that geographical preferences are prohibited.

Selection of Architectural and Engineering Services Procedures

1. In procuring architectural and engineering services, the District publishes a “Request for Qualifications “(RFQ) for Professional Services.
2. Once RFQ’s are received and opened, the district reviews and submits a list of qualified architects and engineers for School Board Approval.
3. The approved list of architects and engineers are made available to be utilized for construction and/or renovations projects during the duration of the period.
4. An architect and/or engineer is then selected from the pool of approved providers.
5. Once the selection to engage the service of an architect and/or engineer is selected, a committee of representatives will meet to negotiate a contract with architect and/or engineer to reach a fair and reasonable price.
6. Submit the negotiated price received from the architect/engineer for School Board approval.
7. If approved, a contract is developed and forward to legal counsel for his review.
8. Once contract has been reviewed and approved by legal counsel, it is then submitted to the Superintendent for signature.
9. The positions responsible for monitoring and reviewing the process is as follows:
 - Legal Counsel
 - Assistant Superintendent for Facilities and Maintenance Operations
 - Assistant Superintendent for Finance
 - Superintendent
 - Board of Trustees

Contracting with Small and Minority Businesses

The District takes all necessary affirmative steps to assure that historically underutilized businesses (HUBs), including minority businesses and women’s business enterprises, and labor surplus area firms are used when possible. 2 CFR § 200.321. To accomplish this, the District uses the following required affirmative steps:

- placing qualified small and minority businesses and women’s business enterprises on solicitation lists
- assuring that small and minority business, and women’s business enterprises are solicited whenever they are potential sources

- dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises
- establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises
- using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce, and
- requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above.

Depending upon the goods or services being solicited, the District will make every attempt to include HUB vendors in the solicitation process. The District uses the CMBL master list available on the Texas Comptroller of Public Accounts' website to assist in identifying HUB vendors and is reviewed by the Purchasing Department.

Prequalified Lists

The Purchasing Department, on behalf of the District, ensures that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. 2 CFR § 200.319(d). The District accomplishes this by conducting internet searches, including using [vendor searches available through the Texas Comptroller of Public Accounts](#), and by using other less technologically-advanced tools to locate and identify potential contractors. The District advertises all Bids/RFPs in The Monitor so potential vendors have a chance to respond. In addition, the District also utilizes current vendors to send a Bid/RFP solicitation. The District will not preclude potential bidders from qualifying during the solicitation period.

Solicitation Language

All solicitations will incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description will not, in competitive procurements, contain features which unduly restrict competition. The description will include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, will set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications will be avoided if at all possible.

When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named

brand which must be met by offers will be clearly stated and will identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals. 2 CFR § 200.319(c)

The district uses a standard template for all of its Bids/RFP solicitations. The template encompasses all of the standard language that is required by law, including times and dates of any pre-award meetings and deadlines for submission.

http://www.mcisd.net/apps/pages/index.jsp?uREC_ID=217607&type=d&pREC_ID=478739

C. Federal Procurement System Standards

In addition to avoiding conflicts of interest and ensuring full and open competition as described above, the District's written procurement procedures for purchases made with federal funds reflect applicable state and local laws and regulations and conform to the following *federal* standards for procuring goods and services with federal funds. 2 CFR § 200.318

Avoiding Acquisition of Unnecessary or Duplicative Items

The District avoids the acquisition of unnecessary or duplicative items. Additionally, the District considers consolidating or breaking out procurements to obtain a more economical purchase. And, where appropriate, the District makes an analysis of leases versus purchase alternatives, and other appropriate analyses to determine the most economical approach. 2 CFR § 200.318(d)

These considerations are given as part of the process to determine the allowability of each purchase made with federal funds. See *II. Financial Management Standards, E. Expending Grant Funds, Determining Allowability of Costs*, for written procedures on determining allowability.

Use of Intergovernmental Agreements

To foster greater economy and efficiency, the District enters into state and local intergovernmental agreements where appropriate for procurement or use of common or shared goods and services. 2 CFR § 200.318(e). This includes cooperative purchasing agreements as well as shared services arrangements (SSAs) where practical and beneficial. Cooperative

purchasing is described in section 3.5 of *Module 3*. SSAs as they pertain to a particular grant program are described in section 1.3.1 of *Module 1* (FAR).

The District uses various purchasing cooperatives to meet its purchasing needs. The District is a member of the following purchasing cooperatives:

- Texas Association of School Board's BuyBoard (BuyBoard)
- State of Texas Department of Information Resources (DIR)
- State of Texas Multiple Award Schedule (TXMAS) administered by the General Services
- Child Nutrition Program-South Texas Cooperative (CNP-STC)
-
- Region One Purchasing Cooperative (ROPC)
- 1Government Procurement Alliance (1GPA)
- Harris County Department of Education (Choice Partners)
- Houston-Galveston Area Council (HGAC)
- Omnia Partners Public Sector
- Sourcewell
- The Interlocal Purchasing System (TIPS)
- The Purchasing Association of Cooperative Entities (PACE)

Use of Federal Excess and Surplus Property and Procurement of Recovered Materials

The District considers the use of federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs. 2 CFR § 200.318(f). The Special Programs Director that oversees the Federal award is responsible for researching or inquiring other Federal Program areas within the District to determine if existing material/equipment is available for use for Federal award. The Purchasing Department will routinely log into the Federal Surplus Property website to review property that the District can reclaim instead of purchase.

Procurement of Recovered Materials: In addition, the District complies with section [6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act](#). 2 CFR § 200.322. The requirements of section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR Part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The requirements apply to state and local governments, including school districts, and include the purchase of everyday items such as paper products, non-paper office products, office furniture, floor mats, and awards and plaques, as well as many other items, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000. Requirements also include

- 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.

Pursuant to section 6002, the decision *not* to procure recovered materials must be based on a determination that such procurement items—

- A. are not reasonably available within a reasonable period of time;
- B. fail to meet the performance standards set forth in the applicable specifications or fail to meet the reasonable performance standards of the District; or
- C. are only available at an unreasonable price. Any determination under subparagraph (B) shall be made on the basis of the guidelines of the Bureau of Standards in any case in which the material is covered by the guidelines.

The District has made the EPA guidelines available on its website for program directors to utilize in making their purchasing decisions.

Awarding Contracts to Responsible Contractors

The District awards contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. The District considers such matters as contractor integrity and business ethics, compliance with public policy, ability to complete the project on time and in accordance with specifications, record of past performance, and the contractor's financial and technical resources. 2 CFR § 200.318(h)

The District will check references where possible and engage in practical activities such as checking with the local Better Business Bureau and the Texas Attorney General's office to ensure there are no outstanding complaints against the contractor.

The District will award a contract to a contractor who has the appropriate experience, expertise, qualifications, and any required certifications, necessary to perform the work. Contractors should also have the financial resources to sustain the project while the initial work is being completed and during each service period until he or she submits invoices for payment to the District as work is completed (for example, at the end of each month). Contractors should have the proper equipment or the capability to subcontract for the proper equipment necessary to complete the contracted work. For example, if the contractor is to develop curriculum guidelines on a computer, the contractor should already have his or her own computer with the appropriate software.

Debarment and Suspension: The District will not subcontract with or award subgrants to any person or company who is debarred or suspended from receiving federal funds. The Purchasing Buyer is required to check for excluded parties at the System for Award Management (SAM) website before any procurement transaction paid with federal funds. This procedure is performed when the vendor is set up in the District's Financial System as a new vendor. This list is located at: <http://www.sam.gov/2CFRPart180> and 2CFR Part180 and 2 CFR Part 3485. The Purchasing Department may also obtain a vendor certification letter if vendor is not currently registered with the System for Award Management (SAM) in accordance to 2 CFR Part 180.300.

State Rules for Selecting Vendors

In addition to federal standards for making awards only to responsible contractors, TEC § 44.031 establishes nine criteria that school districts must use in determining contract awards to vendors, whether using state, local, or federal funds. All nine criteria must be considered *unless federal law prohibits it or is more restrictive as noted below*. These criteria are as follows:

- (1) the purchase price
- (2) the reputation of the vendor and of the vendor's goods or services
- (3) the quality of the vendor's goods or services
- (4) the extent to which the goods or services meet the district's needs
- (5) the vendor's past relationship with the district
- (6) the impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses
- (7) the total long-term cost to the district to acquire the vendor's goods or services
- (8) for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner:
 - (A) has its principal place of business in this state; or
 - (B) employs at least 500 persons in this state

(Note: Federal requirements prohibit geographic preference when purchasing with federal funds. Therefore, *this requirement cannot be used to select a contractor when the purchase is made with federal funds.*)

- (9) any other relevant factor specifically listed in the request for bids or proposals. Factors that a school district may consider under this criteria would include vendor response time and compatibility of goods/products purchased with those already in use in the district.

Contract Provisions

In all federally-funded contracts, the District includes the applicable provisions described in [Appendix II to 2 CFR Part 200 – Contract Provisions for non-Federal Entity Contracts under Federal Awards](#), 2 CFR § 200.326. Provisions include the following:

1. All contracts paid from state or federal grants administered by TEA must retain copyright for the Texas Education Agency (TEA) and for the federal government (if a federally funded contract) unless otherwise negotiated in writing with TEA. Pursuant to the provisions in 2 CFR § 200.315, title to intangible property vests in the District as long as such property is used for authorized purposes. However, TEA and the federal awarding agency reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so.
2. All contracts greater than \$150,000 must address administrative, contractual, or legal remedies.
3. All contracts greater than \$10,000 must address termination for cause and for convenience.
4. All construction contracts must include the Equal Employment Opportunity clause.
5. All prime construction contracts in excess of \$2,000 must include a provision for compliance with the Davis-Bacon Act and its implementing regulations.
6. All contracts in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with the Contract Work Hours and Safety Standards Act and its implementing regulations.
7. All contracts that meet the definition of “funding agreement” and where the District wishes to enter into a contract with a small business firm or nonprofit organization must include a provision for compliance with the Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements.
8. All contracts and subgrants greater than \$150,000 must contain a provision for compliance with the Clean Air Act and the Federal Water Pollution Control Act and their implementing regulations.

9. All contracts must include compliance with the Energy Policy and Conservation Act pertaining to mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan.
10. A contract or subcontract must not be made to any party that is debarred or suspended from receiving federal funds.
11. Lobbying Certification and Disclosure of Lobbying (Byrd Anti-Lobbying Amendment) – All contractors that apply or bid for an award of \$100,000 or more must file the required Lobbying Certification that it has not and will not use any federal funds to lobby. If *non-federal* funds are used to lobby, the contractor must complete the Disclosure of Lobbying and forward the disclosure to the next tier, who must forward it through each tier to the federal awarding agency.
12. All contracts greater than \$10,000 must include compliance with section 6002 of the Solid Waste Disposal Act and its implementing regulations. 2 CFR § 200.322

The District also adheres to the best practices recommended by TEA as it pertains to professional services contracts paid from federal grants. See *III. Procurement System, G. Contract Administration*.

Maintenance of Procurement Records

Per *Module 3* of [FASRG](#),

“accurate record-keeping and documentation should be a fundamental element of the procurement process. Precise and systematic record-keeping and records management withstands the constant scrutiny of various interest groups including vendors, the general public, and outside agencies as well as internal groups which are the users or customers of the purchasing system. This records management function should support the school district's overall information management plan described in the Data Collection and Reporting module and generally provide for:

- Both the *flow and retention of forms* including requisitions purchase orders, petty cash and cash reimbursement receipts.
- *Full documentation of all competitive procurements* with comprehensive competitive procurement files containing specifications, competitive procurement advertisement, pre-competitive procurement conference minutes (as appropriate), competitive procurements submitted, competitive procurement tabulation, board

minutes indicating competitive procurement awards (or a similar award notice) and related records.

- *Full documentation of procurement procedures* utilized to obtain goods and services through competitive sealed proposals, design/build contracts and other procurement options.
- *Documentation of price quotations* obtained when purchasing with federal funds.

The records management function may rely on electronic formats including automated systems, diskettes, CD-ROM, imaging and microfiche. Alternatively, it may use hard copy or a combination of methods.”

Therefore, the District will select the methods best suited to its needs.

In addition, in accordance with federal standards, the District maintains records sufficient to detail the history of all federal procurements, including but not necessarily limited to, the following:

- the method of procurement and the rationale for choosing that method (i.e., the reason the District chose procurement by micro-purchase, small purchase procedures, sealed bid, competitive proposals, or noncompetitive proposals)
- the type of contractual agreement or instrument used and rationale for using that type
- the process used to either select the contractor or to reject the contractor (what was the process and what were the factors considered in selecting or rejecting the contractor; this must be in writing)
- the basis used for determining the price of the contract (including a cost or price analysis), and
- verification that the contractor is not suspended or debarred. 2 CFR § 200.318(i)

Please see section VII. *Record Keeping* for more information on the District’s records management policies. The District’s Purchasing Department maintains documentation for all Bids/RFPs submitted both electronically (secure business office share drive) and in hard copy. Each Bid/RFP is assigned a number and the Purchasing Department creates folders for each Bid/RFP. Each Bid/RFP will have the official Bid/RFP, the advertisement and dates advertised, any amendments or clarification to the original Bid/RFP, list of bidders that did respond and if they met all Bid/RFP criteria, vendor or District’s communications, bid opening forms, the bid tabulations, the board agenda item seeking board approval, board approval, and letters to each proposer informing them of the Board’s decision. The Purchasing Department will maintain these files in a secure storage room as required by State law.

Time and Materials Contracts

Time and materials contracts are a hybrid of fixed-price and cost-reimbursement contracts. They present the highest risk to the government and the lowest risk to the contractor. Therefore, they are the *least* desirable for the federal or state government and are rarely awarded. 2 CFR § 200.318(j)

Time and materials type contract means a contract whose cost to the District is the sum of: the actual costs of materials, and direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. In other words, the contractor is saying it will work until the task is completed, but it has no idea how long it will take, nor how much money it will cost. This obviously can be very cost prohibitive and can encourage fraudulent behavior by some unscrupulous contractors. Therefore, federal regulations permit the use of a time and materials contract only after a determination is made that no other contract is suitable and only if the contract includes a ceiling price that the contractor exceeds at its own risk. Further, the District must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

The District may use a time and materials type contract paid with federal funds in accordance with the above and *only* (1) after a determination that no other contract is suitable; and (2) if the contract includes a ceiling price that the contractor exceeds at its own risk.

It is the District's intent to enter into contracts that have a stated contract price, payable upon completed and satisfactory services. The District does not enter into any open-ended contract where the price and time deadline are not know.

Settlements of Issues Arising Out of Procurements

The District alone is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements made with federal funds. 2 CFR § 200.318(k). These issues include, but are not limited to, source evaluation (i.e., analyzing information *sources* in order to assess their credibility), protests, disputes, and claims. These standards do not relieve the District of any contractual responsibilities under its contracts. Violations of law will be referred to the local, state, or federal authority having proper jurisdiction. The Purchasing Department in the District is the primary office responsible for handling and coordinating the settlement of any contractual and administrative issues arising out of procurements.

Protest Procedures to Resolve Disputes

The District maintains protest procedures to handle and resolve disputes relating to procurements made with federal funds and, in all instances, discloses information regarding the protest to TEA or other awarding agency. 2 CFR § 200.318(k). The protestor must exhaust all administrative remedies with the District before pursuing a protest with a federal agency. The Purchasing Department in the District is the primary office responsible for handling and coordinating any disputes relating to procurements.

See the purchasing procedures on the Purchasing Page for protest procedures related to procurement.

http://www.mcisd.net/apps/pages/index.jsp?uREC_ID=217607&type=d&pREC_ID=478739

D. Responsibility for Purchasing

The Finance Director and Purchasing Coordinator are responsible for overseeing all procurements of the District. This includes development and revision of the policies and procedures related to the purchasing function, training staff in how to use and implement the policies and procedures, and monitoring for employee compliance with policies and procedures. It also includes reporting any potential or realized conflicts of interest to TEA and implementing the appropriate sanctions or disciplinary actions for employees who fail to comply with the policies and procedures.

All departments within the District have the authority to initiate purchase requisitions; the District has a hybrid centralized purchasing department. The Federal Programs Director is responsible for complying with all Federal, State and local regulations for each award they monitor and review and approve all proposed purchases related to the federal program. The Purchasing Department determines the best purchasing method for certain purchases. The Purchasing Department performs a solicitation process for those services/goods that benefit the entire District (for example, instructional materials, general supplies, etc.).

E. Purchase Methods When Using Federal Funds

In some situations, the federal requirements pertaining to purchasing methods are more restrictive than state of Texas requirements. In other situations, the state requirements are more

restrictive than the federal requirements. Therefore, when determining the method that must be used in a particular purchasing situation, the more restrictive method or requirement must be used in each case.

State Requirements Related to Purchasing Methods

Unless otherwise more restrictive in federal law for procurement with federal funds, the District complies with the purchasing methods prescribed in TEA's [FASRG](#) and in state law for all purchases regardless of the funding source (i.e., state, local, or federal).

Texas Education Code § 44.031 (a) states that all school district contracts for the purchase of goods and services valued at **\$50,000 or more** in the aggregate, for each 12-month period are to be made by the method that provides the best value to the district. This does not apply to contracts for the purchase of produce or vehicle fuel.

The law enumerates several options for competitive procurement that are available to school districts. One of these options must be used for contracts expected to equal or exceed \$50,000 regardless of the funding source (i.e., state, local, or federal):

- (1) competitive bidding
- (2) competitive sealed proposals
- (3) request for proposals, for services other than construction services
- (4) interlocal contracts
- (5) a method provided by CH 2269, Government Code, for construction services
- (6) reverse auction procedure as defined by Section 2155.062(d), Government Code; or
- (7) the formation of a political subdivision corporation under Section 304.001, Local Government Code."

Professional and Consulting Services

Several exceptions to following one of these competitive procurement methods are identified in TEC § 44.031. This section does not apply to a contract for *professional services* rendered, including services of an architect, attorney, certified public accountant, or engineer (which must be selected in accordance with [Chapter 2254 of the Government Code](#).) A school district may, at its option, contract for professional services rendered by a *financial consultant* or a *technology consultant* in the manner provided by Section 2254.003, Government Code, in lieu of the methods provided by this section.

The federal cost principles (specifically in 2 CFR § 200.459) broadly define *professional and consultant services* as those services rendered by persons who are members of a particular profession or possess a special skill, and who are not officers or employees of the District.

Professional services are further defined in the *Handbook on Purchasing* as “infrequent, technical, and/or unique functions performed by independent contractors whose occupation is the rendering of such services.” Finally, professional services as described in [Attorney General Opinion DM-418](#), referenced in the *Handbook*, includes not only the services of lawyers, physicians, or theologians, “but also those members of disciplines requiring special knowledge or attainment and a high order of learning, skill, and intelligence including guest speakers, consultants, writers, and artists.” A professional is only one who “is a member of [a] discipline with widely accepted standards of required study or specified attainments in special knowledge as distinguished from mere skill.” *Id.* (quoting Wooddell, 230 S.E.2d at 470).

Certain *professional services*, specifically those covered under Chapter 2254, Subchapter A of the Texas Government Code, (i.e., architects, CPAs, registered engineers, optometrists, physicians, surgeons, land surveyors, landscape architects, registered nurses and state certified or state licensed real estate appraisers) are not selected based on competitive bidding. Rather, they must be selected based on demonstrated competence and qualifications obtained through a *Request for Qualifications* or similar document. After the District makes its selection based on demonstrated competence and qualifications, a fair and reasonable price for the services is then negotiated and agreed upon.

Consulting services: According to FAR (Module 1 of TEA’s [FASRG](#)), consulting services

“refer to the practice of helping districts to improve performance through analysis of existing problems and development of future plans. Consulting may involve the identification and cross-fertilization of best practices, analytical techniques, change management and coaching skills, technology implementations, strategy development, or operational improvement. Consultants often rely on their outsider’s perspective to provide unbiased recommendations. They generally bring formal frameworks or methodologies to identify problems or suggest more effective or efficient ways of performing tasks. Consulting services cover all functional areas such as instruction, curriculum, and administration.

Consulting does not include a routine service/activity that is necessary to the functioning of a school district’s programs, such as hiring additional people on contract to supplement present staff. It also does *not* apply to services provided to conduct organized activities (such as training or other similar educational activities.)”

The District shall use a consultant only if the services of the consultant are necessary to accomplish the objectives of the particular program/project, the fees are reasonable in cost, and the District cannot meet the needs by using an employee. 34 CFR 75.515. For example, an employee may have the knowledge, skills, and capability to provide the consulting services, but the employee may not have the time in an already-busy schedule to provide the consulting services in the time required.

Under IRS rules, a person cannot work part of the time as an employee, and part of the time as a contractor/consultant. If an employee provides additional services above and beyond his or regular contracted hours and regular job responsibilities, the employee is paid *extra-duty pay* in accordance with the District's employee compensation policy, and not a fee based on a contract.

Allowable Professional Service Costs

Professional and consultant services are allowable to be purchased with federal funds when reasonable and when the District considers the following factors:

- The nature and scope of the service rendered in relation to the service required;
- The necessity of contracting for the service, considering the District's capability in the particular area;
- The past pattern of such costs, particularly in the years prior to federal awards;
- The impact of federal awards on the District's business (i.e., what new problems have arisen);
- Whether the proportion of federal work to the District's total business is such as to influence the District in favor of incurring the cost, particularly where the services rendered are not of a continuing nature and have little relationship to work under federal awards;
- Whether the service can be performed more economically by direct employment rather than contracting;
- The qualifications of the individual or concern rendering the service and the customary fees charged, especially on non-federally funded activities; and
- The adequacy of the contractual agreement for the service (e.g., description of the service, estimate of time required, rate of compensation, and termination provisions).

Purchasing Goods or Services with Federal Funds

In accordance with [2 CFR Part 200, Subpart E, Cost Principles](#), all purchases made with federal funds, regardless of the method of purchase, must be determined to be:

- *reasonable* in cost (comparable to current fair market value)
- *necessary* to carry out the objectives of the federal program
- *allowable* under the federal cost principles and the terms and conditions of the award
- *allocable* (chargeable or assignable) to the grant program based on the relative benefits received

Prior to each purchase and for each proposed purchase, on each purchase order, purchase requisition, contract, invoice, receipt, travel voucher, or other documentation for obligations, encumbrances, or expenditures, the District documents these criteria are met in the following manner regardless of the purchase method used:

The Program Manager verifies the proposed purchase is reasonable, allocable, allowable and necessary to accomplish the objectives of the grant program in that the expenditure is vital or required for the grant program to be successful by approving all purchase requests made with federal funds.

The Program Manager verifies the proposed purchase is reasonable in cost(i.e., comparable to current fair market value) by

- All procurement procedures were followed for purchased of \$50,000 and more (refer to Federal Grant Procedures and Policies Manual)
- Prices were obtained from an adequate number of quotes for goods and services for cost between \$10,000.01-\$49,999.99 (District threshold is \$1,000.00)
- The Program Manager/Director assigned to the grant verifies the proposed purchase is necessary to accomplish the objectives of the grant program in that the expenditure is vital or required for the grant program to be successful by
- The cost is needed for the proper and efficient performance of the Federal grant program
- The cost is identified in the TEA approved budget, application or contract (if it requires specific approval from awarding agency)
- The cost aligns with the identified needs based on results from a formal needs assessment for each Federal program

Five Methods for Procuring with Federal Funds [

2 CFR § 200.320 provides for five methods that must be used when making purchases with federal funds. In some cases, these *federal* methods are less restrictive than *state* requirements; in other cases, the *state* requirements are more restrictive than these *federal* methods. Additionally, if *local* requirements are more restrictive than either state or federal, then local requirements must be followed. In all cases, the more restrictive requirements or methods must be followed when making purchases with federal funds.

The type of purchase method and procedures required depends on the cost (and type, in some cases) of the item(s) or services being purchased.

- Micro-purchase
- Small purchase procedures
- Sealed bids
- Competitive proposals
- Noncompetitive proposals (sole source)

See the Purchasing Department Page for procedures related to purchasing at www.mcisd.net

Micro-Purchases (Purchases up to \$10,000)

Federal methods provide for procurement by *micro-purchase*. *Micro-purchase* is defined in 2 CFR § 200.320(a) as a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed \$10,000.00 (District = \$1,000). The micro-purchase method is used in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost.

In accordance with federal requirements, micro-purchases may be awarded without soliciting competitive quotations *if the District considers the price to be reasonable*. Also, when using federal funds, to the extent practicable, the District must distribute micro-purchases equitably among qualified suppliers by not making Micro Purchases mandatory from a primary or preferred vendor. The program managers shall determine equitable distribution of micro purchases among qualified vendors. They may contact the Purchasing Department for a list of available vendors registered on the District's e-bidding system.

The District maintains evidence of this reasonableness in the records of all micro-purchases.

The Program Manager maintains supporting documentation of all micro-purchases. Please see page for written procedures on how to determine whether a price is reasonable. See purchasing procedures for guidance and documentation process.

Small Purchase Procedures (Purchases between \$10,001 and \$49,999 in the Aggregate)

The *federal* threshold for *small purchase procedures* is \$250,000. 2 CFR § 200.320(b). However, with some exceptions noted in TEC § 44.031, the *state* threshold for all school district contracts that do not require competitive bidding is less than \$50,000 in the aggregate. Therefore, the more restrictive *state* threshold of less than \$50,000 must be followed.

Small purchase procedures (as defined in 2 CFR § 200.320[b]) may be used in those relatively simple and informal procurement methods for securing nonprofessional services, supplies, or other property that do not cost more than \$50,000.

For purchases funded from *state or local funds*, to obtain the most competitive price, a district, *may* at its option, obtain price quotes for items costing less than \$50,000. Per *Module 3*, the district's purchasing procedures should clearly define the lower figure for which quotes are required and obtain and retain written verification of the prices quoted. Unlike the mandatory competitive procurement described for purchases over \$50,000, if an item to be paid from *state or local funds* costs less than \$50,000, a district may utilize price quotations to stimulate competition and to attempt to receive the most favorable pricing.

However, if using *federal funds* to purchase goods or services, *price or rate quotations must be obtained* from an adequate number of qualified sources for all purchases between \$10,001 (\$1,001 is District threshold) and \$49,999. Such price or rate quotations must be documented in writing, and the District must demonstrate that price or rate quotations were obtained from an adequate number of qualified sources. Threshold Requirements available in the Appendix.

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Purchases \$50,000 or More in the Aggregate

According to Texas law, one of the following competitive methods must be used for purchases of \$50,000 or more in the aggregate:

- (1) competitive bidding, for services other than construction services
- (2) competitive sealed proposals, for services other than construction services
- (3) request for proposals, for services other than construction services
- (4) interlocal contracts
- (5) a method provided by CH 2269, Government Code, for construction services
- (6) reverse auction procedure as defined by Section 2155.062(d), Government Code; or
- (7) the formation of a political subdivision corporation under Section 304.001, Local Government Code.

Each of these competitive methods is described more thoroughly in *Module 3* of [FASRG](#).

In addition, *one of the three following methods must be used*, depending on the circumstance described below, when purchasing with *federal funds*: sealed bids (formal advertising); competitive proposals; or noncompetitive proposals (sole source).

Sealed Bids (Formal Advertising)

Bids are publicly solicited and a *firm fixed-price contract* (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the following conditions apply:

- A complete, adequate, and realistic specification or purchase description is available;
- Two or more responsible bidders are willing and able to compete effectively for the business; and
- The procurement lends itself to a firm fixed-price contract and the selection of the successful bidder can be made principally on the basis of price.

If sealed bids are used, the following requirements apply:

- Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids. The invitation for bids must be publically advertised.
- The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond.
- All bids will be opened at the time and place prescribed in the invitation for bids. The bids must be opened publicly.
- A firm fixed-price contract award must be made in writing to the lowest responsive and responsible bidder.

Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of. Any or all bids may be rejected if there is a sound documented reason.

Competitive Proposals

A competitive proposal is normally used with more than one source submitting an offer, and either a *fixed price* or a *cost-reimbursement* type contract is awarded. (A *cost reimbursement contract* reimburses the contractor for actual costs incurred to carry out the contract.) Competitive proposals are generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical.
- Proposals must be solicited from an adequate number of qualified sources.
- The District must have a written method for conducting technical evaluations of the proposals received and for selecting recipients.
- Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.

When using federal funds, the District may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

A committee will conduct a technical evaluation of all the proposals submitted using the published awarding factors criteria. The committee is comprised of the following: Campus Principals, Program Managers, Instructional Resource Department, Risk Management(if applicable) and Purchasing Department Administrators. Evaluation will take place after the closing of proposals and tabulations have been completed. Once evaluation has been completed the recommended vendor(s) will be forwarded to respective Assistant Superintendents for review prior to School Board action.

Noncompetitive Proposals (Sole Sourcing)

Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used when using federal funds only when one or more of the following circumstances apply:

- The item is available only from a single source and an equivalent cannot be substituted. This must be documented.
- The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation.
- TEA (or other federal awarding agency) expressly authorizes noncompetitive proposals in response to a written request from the District.
- After solicitation of a number of sources, competition is determined inadequate.

Additionally, *state* requirements related to sole source purchasing are, in some ways, more restrictive. In addition to the federal requirements above, sole source purchases must meet established criteria:

- Identification and confirmation that competition in providing the item or product to be purchased is precluded by the existence of a patent, copyright, secret process or monopoly;
- A film, manuscript, or book;
- A utility service, including electricity, gas, or water; and
- A captive replacement part or component for equipment.

According to state requirements, sole source does not apply to mainframe data-processing equipment and peripheral attachments with a single item purchase price in excess of \$15,000.

In all cases, the District will obtain and retain documentation from the vendor which clearly delineates the reasons which qualify the purchase to be made on a sole source basis.

The District has developed a Sole Source Affidavit that must be completed by the vendor which clearly delineates the reasons which qualify the purchase to be made on a sole source basis.

The District has developed a Sole Source Affidavit that must be completed by the vendor, signed by them and notarized signifying their product is a sole source product. The end user department must research to determine if there is any other equivalent product. The end user department must then document why one this product can meet their needs and that it is not available from any other vendor. In all cases, the District will obtain and retain documentation from the vendor which clearly delineates the reason which qualify the purchase to be made on a sole source basis.

Cost/Price Analysis for Federal Procurements in Excess of \$250,000

In accordance with the requirements in 2 CFR § 200.323, the District will make independent estimates of the goods or services being procured *before* receiving bids or proposals to get an estimate of how much the goods and services are valued in the current market.

To accomplish this, *after* bids and proposals are received, but *before awarding a contract*, the District conducts either a *price analysis* or a *cost analysis*, depending on the type of contract, in connection with every procurement with federal funds in excess of \$250,000. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation; however, the District will come to an independent estimate prior to receiving bids or proposals. 2

CFR § 200.323(a). The *cost analysis* or *price analysis*, as appropriate for the particular situation, will be documented in the procurement files.

Accordingly, the District performs a *cost or price analysis* in connection with every *federal* procurement action in excess of \$250,000, including contract modifications, as follows:

Cost Analysis = Non-competitive Contracts: A *cost analysis* involves a review of proposed costs by expense category, and the federal cost principles apply, which includes an analysis of whether the costs are allowable, allocable, reasonable, and necessary to carry out the contracted services. In general,

- A *cost analysis* must be used for all *non-competitive contracts*, including sole source contracts.
- The federal cost principles apply.
- All *non-competitive contracts* must also be awarded and paid on a *cost-reimbursement basis*, and not on a fixed-price basis.
- In a cost-reimbursement contract, the contractor is reimbursed for reasonable actual costs incurred to carry out the contract.
- Profit must be negotiated as a separate element of the price in all cases where there is no competition.

When performing a *cost analysis*, the Purchasing Department with the assistance from the requesting department, Purchasing Department and Business Office negotiates profit as a separate element of the price. To establish a fair and reasonable profit, consideration is given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. 2 CFR § 200.323(b).

Price Analysis ⑨ Competitive Contracts: A *price analysis* determines if the lump sum price is fair and reasonable based on current market value for comparable products or services. In general,

- A *price analysis* can only be used with *competitive contracts* and is usually used with fixed-price contracts. It cannot be used with non-competitive contracts.
- Compliance with the federal cost principles is not required for fixed-price contracts, but total costs must be reasonable in comparison to current market value for comparable products or services.

- A competitive contract may be awarded on a fixed-price basis or on a cost-reimbursement basis. If awarded on a cost-reimbursement basis, the federal cost principles apply and costs are approved by expense category, and not a lump sum.

Costs or prices based on *estimated* costs for contracts are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable costs under the federal cost principles.

F. Purchase Cards (District-Issued Credit Cards/Pro Cards)

The District uses credit card as a method of making payments to vendors. Credit card payments are used when vendor is willing to accept a credit card payment in lieu of a check or ACH (Automated Clearing House) payment. Credit cards are used for convenience only when a Purchase Order has been issued and/or a student sponsored travel request has been approved. Refer to Employee Purchasing Card (P-Card) Agreement

The use of district-issued credit cards or procurement cards is carefully controlled and monitored to prevent fraud, waste, and abuse. Section 3.3.3.3 in Module 3 of the [FASRG](#) addresses the use of credit/pro cards. The District Superintendent, Asst. Supt. for Finance, Asst. Supt. for Human Resources, Finance Director, and Purchasing Coordinator work together to set and enforce policies and procedures. Misuse and abuse will not be tolerated.

In accordance with suggested procedures in *Module 3* of [FASRG](#), the District:

- Holds reviewers of credit card purchases to the same standards as cardholders.
- Applies the same set of rules to all card users, although spending limits may vary.
- Restricts card usage by spending limits, unauthorized merchant category codes, and time of use to business hours.
- Issues cards to employees only after they have completed training on the purchasing card program.

Segregation of Duties

- Identifies certain employees to be cardholders and others within the same department to be reviewers of the cardholders' purchases.
- Does not allow the same employee to buy, receive, approve, and reconcile card purchases.
- Has different employees set up cardholders and reviewers in the P-card system and the banking system.

Cardholders

- Requires cardholders to turn in detailed receipts in accordance with policies and documenting the business reason. Restaurant receipts must include line-by-line detail of the order.
- Requires cardholders to complete training prior to receiving a card and acknowledge in writing receipt of the policy and procedure manual.

Reviewers

- Revokes a department's card privileges if a departmental reviewer does not review and approve transactions according to policy.
- Requires the reviewers to call the employee immediately upon noticing a questionable transaction rather than waiting for the due date of receipts.
- Requires the reviewers to complete training prior to reviewing transactions and acknowledging in writing receipt of the policy and procedure manual.
- Reviewers are responsible for 4 to 10 cardholders at most in order to be effective.

Monitoring and Oversight

- Is selective when issuing cards--focus on repetitive, small-dollar purchases.
- Keeps limits as low as possible to accommodate normal business needs. If there is a need to allow for emergency purchases, certain employees can have a higher limit.
- Card reviewers must follow the same high standards applied to cardholders.
- The business office staff reviews the work of the card reviewers, and the list of P-card users is reviewed annually.
- Uses the software to review the average spent by cardholder, purchases from unauthorized suppliers, purchases shipped to the cardholder's home, and purchase amounts slightly below purchase limits.
- Reviews reports provided by the p-card programs such as declined authorizations report, disputes report, and lost/stolen card report which can reveal employees in need of additional training or attempting to misuse the card.
- Reviews district-wide activity periodically to identify frequently used vendors or products to consider negotiating volume discounts in order to obtain best prices for the district.
- Encourages staff to contact the hotline used to report any fraud.

Each credit card transaction must be properly accounted for. Refer to *II. Financial Management System, D. Accounting Records, Documentation Associated with Using District Credit/Pro Cards*, for specific information related to the proper accounting of credit card purchases.

G. Contract Administration

The District maintains the following oversights to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. 2 CFR § 200.318(b).

To ensure proper administration of contracts and any subgrants that may be awarded by the District, the District uses the following guidelines to determine whether each agreement it makes for the disbursement of federal funds is a *contract*, whereby funds are awarded to a *contractor*, or a *subaward*, whereby funds are awarded to a *subrecipient*. The substance of the relationship is more important than the form of the written agreement. 2 CFR § 200.330

Subawards/Subgrants

A *subaward/subgrant* is for the purpose of carrying out a portion of a federal award and creates a federal assistance relationship with the subrecipient. The District determines who is eligible to receive what federal assistance, and a *subrecipient/subgrantee*:

- Has its performance measured in relation to whether objectives of a federal program are met
- Has responsibility for programmatic decision making
- Is responsible for adhering to applicable federal program requirements, and
- In accordance with the subgrant 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 District.

The Special Program Director of the Federal award is responsible for monitoring subaward/subgrant performance. The Federal Program Director will compare actual performance of subaward/subgrant against projected performance and have the subrecipient/subgrantee explain any differences. They may also compare fees paid to date to contractor versus how far along the contractor is in performing the contractual duties. The Federal Program Director may establish surveys of those directly benefitted by the subrecipient/subgrantee's work for feedback purposes.

Contracts

A *contract* is for the purpose of obtaining goods or services for the District's own use and creates a procurement relationship with the contractor. A *contractor*:

- Provides goods and services within normal business operations
- Provides similar goods or services to many different purchasers
- Normally operates in a competitive environment
- Provides goods or services that are ancillary to the operation of the federal program, and
- Is not subject to compliance requirements of the federal program as a result of the contract, though similar requirements may apply for other reasons.

The Purchasing Department is responsible for monitoring contractor performance. The Purchasing Department will compare actual performance of contract against projected performance and have the contractor explain any differences. They may also compare fees paid to date to contractor versus how far along the contractor is in performing the contractual duties. The Purchasing Department may establish surveys of those directly benefitted by the contractor's work for feedback purposes.

The District complies with the following *best practices* recommended by TEA for all *professional services contracts* paid with federal funds:

1. The effective dates (i.e., beginning and ending dates) of the contract are within the effective dates of the federal award as stated on TEA's NOGA. A contract may be *negotiated* prior to the effective date of the award, but it may not be signed or be effective until on or after the effective date stated on the NOGA.
2. The District may sign a *letter of intent* with the potential contractor prior to the issuance of the NOGA. The letter of intent must contain a provision that the pending contract is contingent upon receipt of the specific NOGA.
3. To ensure the potential contract is approved by TEA, the contract shall not be signed until after the NOGA is received by the District.
4. The contract will contain the following provisions (in addition to the Contract Provisions required and identified in *III. Procurement System, C. Federal Procurement System Standards, Contract Provisions*.
 - a. All services will be completed during the effective dates of the contract.
 - b. All services will be paid only upon receipt of a proper invoice that coincides with the contract upon verification that the services were satisfactorily performed in accordance with the description in the contract. For ongoing services, payment may be made at the end of every month upon receipt of the invoice. Contractors will not be paid in advance.
 - c. The contract specifies that the invoice provided by the contractor will include the list of services provided, dates of services, and location(s) where services were provided during the billing period.
 - d. The District complies with the regulations pertaining to procurement in 2 CFR § 200.318 - .323.
 - e. The District complies with the provisions in 2 CFR § 200.459 pertaining to allowable professional service costs.
 - f. The contract identifies the funding source(s) that will be charged for the services provided, including the specific amount and/or percentage of the total contract amount to be charged to each funding source.

- g. The contract identifies and lists only reasonable, necessary, and allocable services to be provided in accordance with the funding sources that will be charged.
- h. The administrative costs charged to the grant in the contract must be reasonable and must comply with any statutory limitations for administrative costs specified in the federal program funding source.

Additionally, the District complies with the *Standards of Conduct* and *Conflict of Interest* policies and procedures related to procurement, including the mandatory disclosure of any potential or real conflicts of interest. (See section *III. Procurement System, A. Conflict of Interest Requirements.*)

Documentation for Contracts

The District maintains the following written documentation, at a minimum, for each contract paid with federal funds:

Procurement File and Financial System contains the following:

1. A copy of the written, signed contract/agreement for services to be performed
2. The rationale or procedure for selecting a particular contractor
3. Evidence the contract was made only to a contractor or consultant possessing the ability to perform successfully under the terms and conditions of the contract or procurement
4. Records on the services performed – date of service, purpose of service – ensuring that services are consistent and satisfactorily performed as described in the signed contract or purchase order

Accounts Payable and Financial System contains the following:

5. Documentation that the contractor was *not paid before services were performed*, and
6. Records of all payments made (such as a spreadsheet or report generated from the general ledger), including the total amount paid to the contractor.

Payment Only After Services Are Performed

For both state and federally funded contracts, it is not permissible under Texas law to pay a contractor or consultant in *advance* of performing services. Advance payment to contractors is considered “lending credit” to the contractor and is prohibited under the *Texas Constitution*, Article 3, §§ 40 and 52. For ongoing services that occur monthly, payment can be made at the end of every month (based on a proper invoice submitted by the contractor and verification of work performed) for services performed during the month, or some other similar arrangement.

Consultants and contractors will not be paid without having a properly signed and dated contract or other written agreement in place which clearly defines the scope of work to be performed, the

beginning and ending dates of the contract, and the agreed-upon price. The contract should also include a description of the payment procedures.

Upon performance of services (monthly or upon completion of services), the contractor is required to submit an *invoice* to the District that contains at a minimum the following:

- a clear identification of the contractor/consultant, including name and mailing address
- a corresponding contract (or written agreement) number, if applicable
- the dates (beginning and ending date) during which the services were performed (i.e., billing period)
- a description of the services/activities completed during the billing period
- the total amount due to the contractor for the billing period

By submitting a properly-prepared invoice, the contractor is certifying that it is true and correct.

Verification of Receipt of Goods and Services Provided by Contractors

If the purpose of the contract or purchase order is to deliver goods, the campus/department head will verify that the quantity and quality of goods were received as specified in the contract/purchase order. The receiving report and procedures used in all other state/local purchases will be used for all federal purchases.

If the purpose of the contract is to purchase services, the campus/department head will verify that the quality and scope of services were received as specified in the contract. Designee will acknowledge receiving, goods/services by signing the Purchase Order Receiving copy. Campus/Department Head will sign Purchase Order receiving copy to authorize payment.

Prompt Payment to Vendors/Contractors

The District pays all vendors/contractors within 30 days of receipt of a proper invoice and the receipt of the goods or services in accordance with the [*Texas Prompt Payment Act*](#), *Government Code, Chapter 2251, Subchapter A, for all contractors*, and [*Property Code, Chapter 28 for Construction Contractors*](#).

H. Submission of Procurement System

In accordance with 2 CFR § 200.324(b), the District will make available upon request from TEA all procurement documents for pre-procurement review, such as requests for proposals or invitations for bids, or independent cost estimates.

In addition, the District may request (in accordance with the process established by TEA) that its procurement system be reviewed by TEA to determine whether the system meets federal standards in order for the system to be certified. The District may also self-certify its procurement system in accordance with the provisions in 2 CFR § 200.324(c), which does not preclude TEA's right to survey the system.

IV. Property Management Systems

A. Property Classifications

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the District for financial statement purposes, or \$5,000. 2 CFR § 200.33. The District's capitalization level is \$5,000.

Supplies means all tangible personal property other than those described in §200.33 Equipment. A *computing device* is a supply if the acquisition cost is less than the lesser of \$5,000, regardless of the length of its useful life. 2 CFR § 200.94.

Computing devices means machines used to acquire, store, analyze, process, and publish data and other information electronically, including accessories (or "peripherals") for printing, transmitting and receiving, or storing electronic information. 2 CFR § 200.20.

Capital assets means tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with GAAP. Capital assets include:

- Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; and
- Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to capital assets that materially increase their value or useful life (not ordinary repairs and maintenance). 2 CFR § 200.12.

B. Inventory Procedure

Refer to Fixed Asset Management Department Policies and Procedures Manual in Appendix.

C. Inventory Records

For each equipment and computing device purchased with federal funds, the following information is maintained by the Fixed Asset Management Department, through a designated software system used by the District. The Coordinator for Fixed Assets is responsible for making any adjustments to fixed assets inventory:

- Description of equipment or property
- Serial number or other identification number
- Source of funding for the property
- Who holds title*
- Acquisition date and cost of the property
- Percentage of federal participation in the project costs for the federal award under which the property was acquired
- Location, use, and condition of the property, and
- Any ultimate disposition data including the date of disposal and sale price of the property.

*Pursuant to federal regulations, the District holds a *conditional title* for equipment purchased with federal funds unless a statute specifically authorizes a federal agency to vest title in the District without further obligation to the federal government. Title will vest in the District as long as:

- the District uses the equipment for the authorized purposes of the project until funding for the project ceases, or until the property is no longer needed for the purposes of the project
- the District does not encumber the property without approval of TEA or other awarding agency, and
- the District uses and disposes of the property in accordance with federal rules.

D. Physical Inventory

A physical inventory of the property is taken and the results reconciled with the property records every two years.

E. Equipment Insurance and Maintenance of Equipment

The District insures equipment acquired or improved with federal funds at the same levels and in accordance with the same policies as provided to equipment purchased with state or local funds unless required to be insured by terms and conditions of the federal grant. 2 CFR § 200.310.

In accordance with 2 CFR § 200.313(d)(4), the District maintains adequate maintenance procedures to ensure that property is kept in good condition. Each campus/department head is responsible to ensure all equipment is maintained properly. If an item is broken or not working properly, the campus/department head will notify the Technology/Fixed Assets Department and they will determine if equipment should be repaired or disposed of. If it is determined that equipment will be disposed of refer to Asset Management Department Policies and Procedures Manual in Appendix.

F. Lost or Stolen Items

The District maintains a control system that ensures adequate safeguards are in place to prevent loss, damage, or theft of the property. Any loss, damage, or theft is investigated in accordance with the following procedures. 2 CFR § 200.313(d)(3) Refer to Asset Management Department Policies and Procedures Manual in Appendix.

G. Use of Equipment

Equipment will be used in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by the federal award. The District will not encumber the property without prior approval of TEA and the federal awarding agency.

When no longer needed for the original program or project, the equipment may be used in other activities supported by the federal awarding agency, in the following order of priority: (1) activities under a federal award from the federal awarding agency which funded the original program or project; then (2) activities under federal awards from other federal awarding agencies. Refer to Asset Management Department Policies and Procedures Manual in Appendix.

During the time equipment is used on the project or program for which it was acquired, the equipment will also be made available for use on other projects or programs currently or

previously supported by the federal government, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by the federal awarding agency that financed the equipment. Second preference is given to programs or projects under federal awards from other federal awarding agencies. Use for non-federally funded programs or projects is also permissible. However, the original purchase of any equipment to be used in other programs will be properly allocated (i.e., prorated) among the applicable funding sources.

H. Disposal of Equipment and Supplies

Equipment

In accordance with 2 CFR §200.313(e), when it is determined that original or replacement equipment acquired under a federal award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Special Programs Director with the Business office will contact the TEA Chief Grants Administrator or other awarding agency for disposition instructions.

Generally, disposition of equipment is dependent on its fair market value (FMV) at the time of disposition.

- An item that has a current FMV of **\$5,000 or less**, may be retained, sold, or otherwise disposed of with no further obligation to TEA or other federal awarding agency. However, TEA must still approve disposition in accordance with specified procedures.
- If an item has a current FMV of **more than \$5,000**, TEA or other federal awarding agency is entitled to the federal share of the current market value or sales proceeds. Pursuant to the provisions in 2 CFR § 200.313(d)(5), the District uses procedures to ensure the highest possible return. TEA must approve the disposition.

If acquiring replacement equipment, the District may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.

Disposition of equipment will be properly recorded in the fixed asset inventory.

Additionally, TEA's [General Provisions and Assurances](#) for all grants (state and federal) administered by TEA contain the following provision:

V. **Capital Outlay:** If the Contractor purchases capital outlay (furniture and/or equipment) to accomplish the objective(s) of the project, title will remain with the Contractor for the period of the Contract. The Agency reserves the right to transfer capital outlay items for Contract noncompliance during the Contract period or as needed after the ending date of the Contract. This provision applies to any and all furniture and/or equipment regardless of unit price and how the item is classified in the Contractor's accounting record.

Supplies

Supplies are all tangible property other than equipment. This includes computing devices. If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program, and the supplies are not needed for any other federal award, the District will compensate the federal government for its fair share in accordance with procedures established by TEA. The Program Director with the Business office will contact the TEA Chief Grants Administrator or other awarding agency for disposition instructions of supplies. 2 CFR § 200.314

V. Written Compensation Policies

Allowable Compensation

Compensation for employees paid from federal funds will be in accordance with the established written policy for compensation for all employees, and the written policy will be consistently applied among all employees, whether paid from state, local, or federal funds. Compensation includes all remuneration, paid currently or accrued, for services of employees rendered during the period of performance under the federal award, including but not necessarily limited to wages and salaries. Compensation for personal services may also include fringe benefits.

Costs of compensation are allowable to be charged to a federal award to the extent that they satisfy the following requirements as specified in 2 CFR § 200.430 and that the total compensation for individuals:

1. Is reasonable for the services rendered and conforms to the established written policy of the District consistently applied to both federal and non-federal activities;
2. Follows an appointment made in accordance with the District's rules or written policies and meets the requirements of federal statute; and
3. Is determined and supported by documentation that meets the federal *Standards for Documentation of Personnel Expenses*.

Reasonable Compensation

Compensation for employees engaged in work on federal awards will be considered reasonable to the extent that it is consistent with that paid for similar work in other activities of the District. In cases where the kinds of employees required for the federal awards are not found in the other activities of the District, compensation will be considered reasonable to the extent that it is comparable to that paid for similar work in the labor market in which the District competes for the kind of employees involved.

Professional Activities Outside the District

Unless an arrangement is specifically authorized by TEA or other awarding agency, the District must follow its written policies and practices concerning the permissible extent District employees may provide professional services outside the District for non-District compensation. If a policy does not exist or does not adequately define the permissible extent of consulting or other non-District activities undertaken by an employee for extra outside pay, the federal government may require that the effort of professional staff working on federal awards be allocated between:

1. District activities and
2. Non-district professional activities.

If TEA or other awarding agency considers the extent of non-District professional effort excessive or inconsistent with the conflicts-of-interest terms and conditions of the federal award, appropriate arrangements governing compensation will be negotiated on a case-by-case basis.

Therefore, the District's policy which governs employees obtaining payment for performing professional services outside the District is incorporated into the District's written employee compensation policy. Any employee wishing to perform professional services outside the District and receive payment for such services by another entity must complete, sign and submit the *Conflict of Interest* form prior to agreeing to perform professional services outside the District. The purpose of the *Conflict of Interest* form is to disclose the nature of the professional services to be performed outside the district to ensure a conflict of interest does not exist for the District. The completed, signed form will be submitted to immediate supervisor for review and determination of whether a potential conflict of interest exists. www.ethics.state.tx.us

The District complies with other requirements pertaining to allowable and unallowable costs as specified in 2 CFR § 200.430(d), (e), and (f), including:

1. Compensation for certain employees of cost-reimbursement contracts covered under 10 USC 2324(e)(1)(P); 41 USC 1127; and 41 USC 4304(a)(16);
2. Changes in compensation resulting in a substantial increase in the District's employees' level of compensation; and
3. Incentive compensation based on cost reduction, efficient performance, suggestion awards, safety awards, etc.

Where practical, the District also adheres to the *Suggested Areas for Consideration of Internal Control Structure* for areas of employee compensation that could require internal control procedures. TEA's *Module 1 – FAR*, 1.5.4.7 of [FASRC](#)

Job Descriptions

Each employee must have a current job description on file. The immediate supervisor or manager is responsible for developing a complete and accurate job description for each employee under his or her supervision. The job description must describe the employee's job responsibilities as well as delineate all programs or cost objectives under which the employee works.

Job descriptions must be updated as new assignments are made. The supervisor must review the job description with the employee upon hiring and as the job description is updated. The employee must sign and date that he or she has read and understands the job description and the programs under which he or she is working.

The job description must be immediately available upon request by an auditor or monitor.

Upon hire, each employee is provided with a copy of their job description. A copy of the initial signed job description is maintained in the employee's personnel file in the Human Resources Department. If the employee is promoted, transferred or reassigned to new position in which the job title, duties and responsibilities are different from the initial job description, the employee will sign a job description relative to the new position.

In October, the department of Human Resources provides a copy of all employees and their current funding to the State and Federal Programs Office. The State and Federal Programs office ensures that all employees funded out of federal programs sign a new job description. The job description indicates the federal fund the employee is funded out of. Employee acknowledges that they understand the position they are hired for is federally funded. A copy of the job description is maintained in the State and Federal Office for audit purposes.

A. Documentation of Personnel Expenses

Standards for Documentation of Personnel Expenses

Charges to federal awards for salaries and wages must be based on records that accurately reflect the work performed. In accordance with 2 CFR § 200.430, these records must:

- Be supported by a system of *internal controls* which provides reasonable assurance that the charges are accurate, allowable, and properly allocated
- Be incorporated into official records
- Reasonably reflect total activity for which the employee is compensated, not exceeding 100% of compensated activities
- Encompass both federally assisted and all other activities compensated by the District on an integrated basis
- Comply with the established accounting policies and practices of the District, and
- Support the distribution of the employee's salary or wages among specific activities or costs objectives if the employee works on:
 - More than one federal award
 - A federal award and a non-federal award
 - An indirect cost activity and a direct cost activity
 - Two or more indirect activities which are allocated using different allocation bases, or
 - An unallowable activity and a direct or indirect cost activity.

All employees who are paid in full or in part with federal funds must keep specific documents to demonstrate the amount of time they spend on grant activities. This includes an employee whose salary is paid with state or local funds but is used to meet a required match or cost share for a federal program.

These documents, known as time-and-effort records, are maintained in order to charge personnel costs to federal grants. In addition, current and up-to-date job descriptions for each employee are maintained.

Time and Effort Procedures

All District employees who are paid in whole or in part with federal funds will maintain documentation in accordance with the following requirements.

All charges to payroll for personnel who work on one or more federal programs or cost objectives must be based on one of the following, depending on the circumstances:

- **Semi-annual certification** (for employees who work 100% of the time on a single program and/or cost objective [except for programs covered under Ed-Flex, as long as Texas remains an Ed-Flex state], in which case a signed and dated job description must be in the employee's personnel file; also see exception for schoolwide programs below)
- **Time-and-effort records** (for employees working on more than one program and/or more than one cost objective)
- **Substitute system**

Additional summary information pertaining to each of these is provided below. Refer to the section "Compensation for personal services" in 2 CFR § 200.430 for more detailed information pertaining to charges to payroll.

Semi-Annual Certification

Semi-annual certification applies to employees who do one of the following:

- Work 100% of their time on a single grant program and/or single *cost objective*
- Work 100% of their time in administering programs that are part of *consolidated administrative funds*
- Work 100% of their time under a *single cost objective* funded from eligible multiple funding sources. A Title I, Part A, schoolwide program is a single cost objective. Refer to TEA's page on [Schoolwide Programs](#) for further guidance.

*"Cost objective" means a program, function, activity, award, organizational subdivision, contract, or work unit for which cost data are desired and for which provision is made to accumulate and measure the cost of processes, products, jobs, capital projects, etc. A cost objective may be a major function of the District, a particular service or product, a federal award, or an indirect cost activity.

These employees are not required to maintain time-and-effort records. However, each employee must certify in writing, at least semi-annually, that he/she worked solely on the program or single cost objective for the period covered by the certification. The certification must be signed by the employee or by the supervisor having first-hand knowledge of the work performed and should reference the employee's signed and dated job description maintained in their personnel file. Charges to the grant must be supported by these semi-annual certifications. The semi-annual certifications are maintained by the Finance Department in a database server.

(See the exceptions for schoolwide programs and Ed-Flex programs below.)

Job Descriptions: These employees are also required to maintain on file a signed and dated job description which clearly shows that the employee is assigned 100% to the program or single cost objective. The job description must be updated annually or when a function or activity is added to or deleted from an existing job description, must clearly identify the function and activities performed by the employee for the applicable fund source(s) or cost objective, and must be maintained in the central office department in which the services are being provided.

The semi-annual certification must

- be executed after the work has been completed, and not before
- state that the employee worked solely (i.e., 100% of the time) on activities related to one particular grant program or single cost objective
- identify the grant program or cost objective
- specify the 6-month reporting period
- be signed and dated by the employee or a supervisor with first-hand knowledge of the work performed

Charges to the grant must be supported by these semi-annual certifications. All certifications must be retained for audit and monitoring purposes. It is recommended that the certifications be retained in a central location to facilitate an audit.

Other examples:

Because all funds consolidated on a Title I schoolwide campus benefit only that campus and no other cost objective, a Title I schoolwide program is a single cost objective. However, depending on the funding sources consolidated, personnel may or may not be required to complete a certification. See more information below about consolidating funds on a Title I schoolwide program.

A statutory set-aside within a program is a cost objective. For example, Title I, Part A requires that districts receiving \$500,000 or more in Title I, Part A reserve not less than 1% of their Title I, Part A allocation (at the LEA level, not at the campus level) to carry out parental involvement activities. In order to track the 1% expended for this activity, this parental involvement activity must be identified as a separate activity or cost objective for time and effort purposes.

Special Note on Single Cost Objectives: Per TEA, some districts have received an audit finding for identifying the following or something similar as a single cost objective. Auditors do not view these and similar as single cost objectives because there are multiple set-asides and cost objectives within each of these areas.

Federal programs

Title I, Part A

Title II, Part A

NCLB

Working on initiatives and programs that benefit Title I students

Director of Federal Programs

Title I Program Director

An employee hired under a Federal grant award will be required to sign a job description form and Semi-Annual certification documentation is collected electronically twice a year or at the time the employee leaves the district.

Special Note for Schoolwide Programs: A Title I, Part A, schoolwide program is considered a “single cost objective.” This has different implications depending on the types of funding consolidated on the schoolwide program.

Full Consolidation: If **federal, state, and local funds** are consolidated on the schoolwide program, neither the semi-annual certification nor time and effort is required. There is no distinction between staff paid with federal funds and staff paid with state or local funds.

Federal Consolidation: If **only federal funds** are consolidated, for the employees funded from the consolidated pool, normally the semi-annual certification would be required. However, if all federal funds included in the consolidation are Ed-Flex programs, then the semi-annual certification for school districts is automatically waived. Note: Not all NCLB programs are Ed-Flex programs.

If one or more of the programs included in the consolidation is *not* an Ed-Flex program, then the semi-annual certification must be completed for those programs. Note: Not all NCLB programs are Ed-Flex programs. See below for a list of Ed-Flex programs in Texas.

Title I, Part A (no consolidation): If **only Title I, Part A funds** are used on a schoolwide basis to serve all of the children on campus, normally the semi-annual certification would be required. However, because Title I, Part A is an Ed-Flex program in Texas, the semi-annual certification is automatically waived for employees paid with Title I, Part A.

If an employee works part of the time on a schoolwide program, and part of the time on a separate federal program or other cost objective, then the employee must maintain time and effort because the employee is working on multiple cost objectives.

Ed-Flex Programs in Texas

Ed-Flex is a provision that allows the U.S. Secretary of Education to delegate to states the authority to waive certain federal education requirements that may impede local efforts to reform and improve education. It is designed to help districts and schools carry out educational reforms and raise the achievement levels of all children by providing increased flexibility in the implementation of federal education programs in exchange for enhanced accountability for the performance of students.

Authorized under the [Education Flexibility Partnership Act of 1999](#) and amended on April 13, 2006, the Ed-Flex waivers approved for Texas provide relief to grantees from certain *administrative* requirements, as well as from certain *programmatic* requirements. Refer to the [Ed-Flex Waivers](#) page on TEA's website for information on Texas' Ed-Flex waivers. Also refer to the NCLB [Program Appendix](#) on Ed-Flex.

For example, Texas provides an Ed-Flex statewide administrative waiver for the applicable programs from the requirement to complete the semi-annual certification for employees who work 100% of their time on a single grant program or single cost objective. This is allowable for these applicable programs as long as the employee's job description clearly states that the employee is assigned 100% to the program or cost objective.

The following programs are Ed-Flex programs in Texas (until reauthorization of the ESEA):

- o No Child Left Behind Act of 2001, Every Student Succeeds Act (effective July 2016)
 - Title I, Part A (except sections 1111 and 1116, school improvement grants)

- Title I, Part C (Migrant Education)
- Title I, Part D (Neglected and Delinquent)
- Title I, Part F (Comprehensive School Reform – no longer funded)
- Title II, Part A, Subparts 2 and 3 (Teacher and Principal Training and Recruiting)
- Title II, Part D, Subpart 1 (Educational Technology)
- Title III, Part B, Subpart 4 (Emergency Immigrant Education)
- Title IV, Part A, Subpart 1 (Safe and Drug-Free Schools – no longer funded)
- Title V, Part A (Innovative Programs – no longer funded)
- o Carl D. Perkins Career and Technical Education Act of 2006

Ed-Flex waivers are NOT available for all NCLB programs. Therefore, relief from the requirement to complete the semi-annual certification for employees who work 100% of their time on a single grant program is NOT available for programs not covered under Ed-Flex. Those employees must maintain time and effort in accordance with the requirements specified below.

Employees paid with non-Ed-Flex program funds who work 100% of their time on non Ed-Flex program activities must complete the certification every six months and submit it to the Payroll Department.

Employees paid with non-Ed-Flex program funds who work only a portion of their time on non-Ed-flex program activities must complete time-and-effort records and submit them to the Payroll Department at least monthly to coincide with the pay period.

Implementing any of the Ed-Flex waivers for a non-Ed-Flex program will result in findings during an audit or monitoring visit and potentially the repayment of funds.

Time and Effort (i.e., Personnel Activity Reports)

Time and effort applies to employees who do one of the following:

- Do *not* work 100% of their time on a single grant program and/or single cost objective
- Work under multiple grant programs or multiple cost objectives

These employees are required to maintain time-and-effort records or to account for their time under a substitute system (see below). Employees must prepare time-and-effort summary reports at least monthly (or every other week, as applicable) to coincide with pay periods. Such reports must reflect an *after-the-fact* distribution of 100% of the *actual* time spent on each activity and must be signed by the employee. Monthly reports must be submitted to the Payroll Department, and charges to payroll must be adjusted at least monthly to coincide with preparation and submittal of expenditure reports.

Examples of employees who work on multiple cost objectives:

- An employee who works partially on *administering* programs included in *NCLB consolidated administrative funds pool*, and partially on *administering other programs (not included in NCLB consolidated administrative funds pool)*, must maintain time-and-effort records or account for his or her time under a substitute system. These are two different cost objectives.
- An employee who works partially on *administrative* activities (paid from administrative funds) and partially on *program* activities (paid from program funds) of the same program must maintain time-and-effort records or account for his or her time under a substitute system. These are two different cost objectives.
- An employee who works on regular Title I activities and Title I parent involvement activities must maintain time-and-effort records. (The LEA must document the 1% of its allocation expended on parent involvement activities if the LEA receives more than \$500,000 in Title I, Part A.) These are two different cost objectives.
- An employee who works part of the time on *direct* cost activities and part of the time on *indirect* cost activities must maintain time-and-effort records or account for his or her time under a substitute system. These are two different cost objectives.

Time and Effort Procedures

At the present time, the District does not allow split-funding and there are currently no employees required to maintain time and effort.

Substitute Systems in Lieu of Time-and-Effort Reports

In accordance with 2 CFR § 200.430(i)(5), substitute systems for allocating salaries and wages may be used in place of time-and-effort reports. Substitute systems may include, but are not limited to, random-moment sampling, “rolling time studies,” case counts, or other quantifiable measures of work performed. Substitute systems that use sampling methods must meet acceptable statistical sampling standards. Refer to 2 CFR § 200.430(i)(5) for detailed requirements. The substitute system must be approved by TEA.

Documentation of rationale and calculations for allocating salaries and wages based on a substitute system must be maintained for audit purposes.

TEA Substitute System of Federal Time-and-Effort Reporting for Employees Supported by Multiple Cost Objectives

TEA issued guidance in [a letter dated December 12, 2012](#), pertaining to *Substitute System of Federal Time-and-Effort Reporting for Employees Supported by Multiple Cost Objectives*. Pursuant to this guidance, employees who work on *multiple* cost objectives (i.e., more than one federal grant award or more than one cost objective) and *who meet certain conditions* may complete a *schedule* at the beginning of the reporting period and a *certificate* (similar to the semi-annual certification) at the end of the reporting period in lieu of traditional time-and-effort records.

To qualify for this substitute system in lieu of traditional time-and-effort reports, the employee must work on *multiple activities or cost objectives (i.e., more than one federal grant award)* based on a *predetermined, set schedule*, which is most likely applicable to classroom teachers or instructional aides. The employee must also normally be required to complete traditional monthly time-and-effort reports. In order for any employees to use this system, the LEA must also submit a [Management Certification](#) form to TEA by the specified deadline date each year.

Daily Class Schedules

Daily class schedules for classroom teachers and instructional aides may be used in lieu of time-and-effort reports for these personnel. *Daily class schedules* may qualify as a suitable “*substitute system*” because they provide a “quantifiable measure of employee effort.” However, to avoid an audit exception, daily class schedules should be documented as a *substitute system* in accordance with the procedures described above for TEA’s substitute system.

Reconciliation and Closeout Procedures

It is critical for payroll charges to match the actual distribution of time recorded on the monthly certification documents. Grantees may **initially** charge payroll costs based on budget estimates. Budget estimates or other distribution percentages determined before the services are performed do not qualify as support for charges to federal awards, but may be used for interim accounting purposes provided that the system for establishing the estimates produces reasonable approximations of the activity actually performed.

If using budget estimates, the District will periodically, at least quarterly, reconcile payroll charges to the actual time and effort reflected in the employees' time-and-effort records. If the quarterly (or more frequent) **reconciled difference** between the actual and budgeted amounts is **10% or greater**, two things will occur:

- The District will adjust its accounting records to reflect the costs based on the actual time and effort reported.
- To minimize future differences, the District will revise the budget estimates for the following quarter to reflect the actual distribution, if necessary.

If the reconciled difference is **less than 10%**, the District will adjust the accounting records annually. But in all cases, the accounting records will be adjusted to reflect actual time-and-effort records. Please note that the 10% variance only governs *how often* the reconciliation will occur. It does not govern *whether* or not the reconciliation will occur.

Employee Exits

- Employee submits resignation letter to the Office of Human Resource
- Human Resources personnel will identify the funding source
- Human Resource personnel will verify that employee has signed a job description form, certification letter, or a Time and Effort schedule. If none exists, the employee will need to sign a certification form for the time period worked prior to being released. This will be verified by the Federal Program Department prior to approval of resignation.

VI. Human Resources Policies

DC (LOCAL) The Superintendent shall define the qualifications, duties, and responsibilities of all positions and shall ensure that job descriptions are current and accessible to employees and supervisors. The Superintendent or designee shall establish guidelines for advertising employment opportunities and posting notices of vacancies. These guidelines shall advance the Board's commitment to equal opportunity employment and to recruiting well-qualified candidates. Current District employees may apply for any vacancy for which they have appropriate qualifications. All applicants shall complete the application form supplied by the District. Information on applications shall be confirmed before a contract is offered for a contractual position and before hiring or as soon as possible thereafter for a noncontractual position. The Superintendent or designee shall establish guidelines for selection and employment of contractual employees, which must include the following restrictions on consideration for employment. The District shall not consider for employment applicants who have, within the preceding two school years, resigned their employment with the District during the term of their contract if the resignation became effective on any day between the first day of instruction and the last day of instruction for the academic year in which the applicant resigned. The Superintendent has sole authority to make recommendations to the Board regarding the selection of contractual personnel. The Board retains final authority for the employment of certified contractual personnel, non-certified administrators, and other non-certified professionals except as noted below. [See DCA, DCB, DCC, and DCE as appropriate] The Board delegates to the Superintendent final authority for the selection and employment of classroom teachers, librarians, and nurses. The Board delegates to the Superintendent final authority to employ and dismiss non-contractual employees on an at-will basis.

All employees, including those paid with federal funds and those not, will adhere to the District's written leave policy. Employees must follow District and department or campus procedures to report or request any leave of absence and complete the appropriate leave request form.

Employees are responsible for creating their own absence into AESOP the district absence reporting system. Any employee who is absent more than five days

due to a personal or family illness must submit medical certification from a qualified healthcare provider confirming the specific dates of the illness, the reason for the illness, and in the case of personal illness, the employee's fitness to return to work. Please refer to district policy

DEC(LOCAL) for additional leave information at www.missioncisd.net

If the District institutes any mass or abnormal severance pay, the District will request prior written approval from TEA in accordance with 2 CFR § 200.431(i)(2)(ii).

The Employee Handbook is available online at http://www.mcisd.net/apps/pages/index.jsp?uREC_ID=217870&type=d&pREC_ID=538581

VII. Record Keeping

A. Record Retention

In general, records document the use of funds, compliance with program and fiscal requirements, and the performance of the grant. In accordance with 34 C.F.R. §§ 76.730-.731 and §§ 75.730-.731, the District maintains all records that fully show (1) the amount of funds under the grant or subgrant; (2) how the District uses those funds; (3) the total cost of each project; (4) the share of the total cost of each project provided from other sources; (5) other records to facilitate an effective audit; and (6) other records to show compliance with federal program requirements. The District also maintains records of significant grant project experiences and results. 34 C.F.R. § 75.732. These records and accounts must be retained and made available for programmatic or financial audit.

Pursuant to the provisions in 34 C.F.R. § 81.31(c), the USDE is authorized to recover any federal funds misspent within 5 years before the receipt of a program determination letter. Consequently, in accordance with TEA's [General Provisions and Assurances](#) and the statute of limitations, the District retains records for a minimum of five (5) years from the date on which the final expenditure report is submitted or the ending date of the grant, whichever is later, unless otherwise notified in writing to extend the retention period by TEA or other awarding agency. However, if any litigation, claim, or audit is started before the expiration of the record retention period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. 2 C.F.R. § 200.333

Local governments in Texas, including all school districts, open-enrollment charter schools, and ESCs, are required to implement a *Records Management Policy*, designate a *Records Management Officer* to oversee the policy, and comply with a *Records Retention Schedule*. The

[Texas State Library and Archives Commission](#) (TSLAC) administers the records management requirements pursuant to the *Local Government Records Act*, *Local Government Code*, Chapters 201-205, and *Chapter 441, Subchapter J*, published as [Local Government Bulletin D](#) on TSLAC's website.

The District retains and destroys records in accordance with these requirements. Failure to produce a program or fiscal record for an auditor or monitor during the 5-year retention period will most likely result in an audit or monitoring finding and the repayment of funds for the missing documentation.

Destruction of Records

Because records establish compliance with the use of funds and with program and fiscal requirements, failure to retain the proper records or to dispose of them prematurely can result in monumental problems for the District, including the repayment of all funds associated with the activity, event, decision, or transaction for which the records are missing. In addition, destroying or disposing of a record improperly or prematurely constitutes a Class A Misdemeanor under state law.

The District cannot destroy any record that is involved in an ongoing

- Litigation
- Claim
- Negotiation
- Public information request (PIR)
- Audit or investigation
- Administrative review or hearing

The District's *Records Management Policy* includes policy and procedures for *disposing* of records. Records can only be destroyed in accordance with the [Records Retention Schedule](#) adopted by the District. Records that are not on the *Records Retention Schedule* may require written permission from the TSLAC prior to disposing. Procedures include maintaining a "records disposition log" that identifies the disposition date and method of disposal of each record.

According to [Local Government Code, §202.003](#), *confidential* records must be *burned, shredded, or pulped*. *Open* records can be *burned, shredded, pulped, recycled, or buried in a landfill*. If a

contractor is hired to destroy records, the contractor must comply with all of the state and local government laws pertaining to the destruction of records as if it were the District. The district maintains records in accordance with district policy; please refer to CPC (LOCAL).

B. Records That Must Be Maintained

A *record* is any recorded information that documents school business; it serves as evidence that an activity, event, decision, or transaction occurred. A record must be retrievable at a later date (i.e., for 5 years after the ending date of the grant or after submittal of the final expenditure report, whichever is later).

Not every piece of paper or every piece of data is an *official record*. Materials used for *reference* are just that – reference materials; they are not records. District personnel must use some judgment in determining whether a record constitutes an “official business record” by looking at the content of the record to determine its value in serving as evidence. Depending on the type of record, the Director for Public Relations, Fixed Assets Coordinator, and Student Services Coordinator serve as the District’s *Records Management Officers*.

Records are created by the District to support a grant activity and they are retained as evidence of that activity. Records may come in a variety of different forms and may be *created* by the District or be *received* by the District in any medium, including hard copy paper or electronic, audio, or video. Whether the District *creates* it, or *receives* it from someone outside the District, if it documents school operations, it’s a record and must be retained according to the records retention schedule.

Most e-mails are records; telephone messages can be records. The record can be on a computer’s hard drive, on a USB, on a DVD, in a filing cabinet, or on someone’s desk. Even if the record contains confidential information and may be exempt from release under a Public Information Request (PIR), it is still a record and must be retained using proper security procedures to safeguard the confidential data.

Records generally include but are not limited to

- General correspondence, including letters and e-mail
- Handwritten notes and electronic notes
- Completed forms and reports and the data used to complete the reports
- Personnel documentation

- Websites created by the District
- Audio tapes and video tapes
- Final, complete, and signed (if applicable) documents
- Plans, photographs, or drawings
- Data in spreadsheets and databases
- Financial records, including but not limited to budgets, accounting ledgers, all supporting documentation for expenditures, copies of checks, bank statements, etc.

Records generally do NOT include

- Convenience copies (extra identical copies created only for convenience of reference or research)
- Drafts of documents
- Copies of documents furnished to the public to fulfill a PIR
- Blank forms/stocks of publications (keep at least one copy for archives to demonstrate compliance or proof of program activities)
- Library or museum materials
- Dispute resolution working files (the *final* written finding or report is a record)
- Personal or junk e-mail
- Ccs of e-mails (or letters) or convenience copies of e-mails (or letters) (the recipient in the "To" line is the keeper of the official record)

C. Collection and Transmission of Records

It is becoming more common to store records electronically to conserve storage space. Storing records electronically is acceptable and is encouraged. In accordance with the provisions in 2 CFR § 200.335, whenever practical, the District will collect, transmit, and store federal grant-related information in open and machine readable formats rather than in closed formats or on paper. However, TEA or other awarding agency must always provide or accept paper versions of grant-related information to and from the District upon request.

When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

The retention period is the same whether the record is paper or electronic. However, a few precautions are in place.

It is permissible to scan hard copies of records and then store them electronically. The District must comply with *Electronic Records Standards and Procedures* ([Local Government Bulletin B](#) on TSLAC's website) when scanning records. The District's designated *Records Management Officers* are aware of these standards. The following procedures are properly carried out in accordance with CPC (LOCAL).

Prior to scanning, the employee must ensure that the original document has not been altered in any way. It is permissible to have *additional* hand-written notes on an original record, but the hand-written notes cannot obscure the contents of the original document in any way.

When scanning records, the employee must conduct *visual quality control* on each page of each document to ensure the scan is high quality and that it is *entirely* legible. Even one illegible line, word, or number on a scanned document can render the scanned document as unacceptable by auditors, monitors, TEA, and other oversight agencies.

Once the original has been scanned and the employee has conducted a thorough visual quality control **on each page of each document**, the scanned version becomes the official record and the originals can be destroyed. However, *before destroying any documents*, the employee must check with the District's designated *Records Management Officials*. He or she may wish to confer with legal counsel or the auditor. There may be legal reasons for not destroying the originals. Also before destroying the originals, the employee will want to consider if there is any historical value to retaining the original, and if so, perhaps retain the original for historical purposes.

The employee must also ensure that each scanned document is properly indexed (labeled) so that a specific document can be easily searched and retrieved at a moment's notice. Failure to properly index a scanned document can result in the inability to retrieve it in a timely manner for audit or monitoring purposes, which could ultimately result in an audit or monitoring finding and the repayment of grant dollars.

The District must also ensure that scanned versions can be preserved over the long term as technology becomes obsolete. The District considers archival quality microfilm for some records.

Records that are available only in electronic format are backed up on a regular schedule (such as nightly) in another physical location. If the original electronic records are destroyed or lost due to any reason, the backup location will have a duplicate copy of the records.

D. Access to Records

All grant records are government records and are the property of the District; they are not the personal property of an individual. Records should be easily accessible by all personnel in the District who may need to refer to the documentation for program management, accounting, compliance, audit, or monitoring purposes. With the exception of confidential personnel hiring records, proprietary information of contractors, and confidential student information, all grant information is public information.

Pursuant to the provisions in 2 CFR § 200.336, the District provides TEA or other awarding agency, Inspectors General, the Comptroller General of the United States, the Texas State Auditor's Office, the Texas Attorney General's Office, and the US Department of Education staff or their contracted monitors or any of their authorized representatives, the right of access to any documents, papers, or other records of the District which are pertinent to the federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the District's personnel for the purpose of interview and discussion related to such documents.

Protecting the True Names of Victims of a Crime

Only under extraordinary and rare circumstances would such access include review of the true name of victims of a crime. Routine monitoring would not necessitate access to this information, as it is not considered extraordinary and rare circumstances. When access to the true name of victims of a crime is necessary, appropriate steps to protect this sensitive information must be taken by both the District and the awarding agency. Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the head of the awarding agency or delegate.

The rights of access in this section are not limited to the required retention period but last as long as the records are retained. 2 CFR § 200.336(b)

E. Privacy

Board Policy GBAA (LOCAL) Persons desiring to review documents maintained by the District and classified as public information shall submit their request in accordance with administrative regulations. This is done in writing to the Director for Public Relations. He will then notify the department that maintains the documents requested. Documents may be sent to legal for review before releasing to requestor.

Board Policy FL(LOCAL) specifically addresses requests for student information. This policy defines educational and non-educational information requests. These requests require verification of the parent or family member as legally allowed to have the student information. . In accordance with U.S. Department of Education guidelines, annual notification on the Family Educational Rights and Privacy Act (FERPA) are provided to parents, eligible students and employees through the district's student and employee handbook.

VIII. Monitoring

A. Self-Monitoring

The District is responsible for oversight of the operations of the federal award-supported activities. The District is responsible for monitoring its activities under federal awards to assure compliance with applicable federal requirements and to ensure performance expectations are being achieved. This process is known as self-monitoring. Monitoring by the District must cover each program, function, or activity. 2 CFR § 200.328. Additionally, the District must directly administer or supervise the administration of each project. 34 CFR § 76.701

Ongoing monitoring occurs in the course of operations. It includes regular management and supervisory activities and other actions personnel take in performing their duties. The scope and frequency of self-monitoring depends primarily on an assessment of risks and the effectiveness of ongoing monitoring procedures.

Implementing the appropriate and required internal controls and monitoring for compliance with internal controls is one of the District's tools for self-monitoring. Any discrepancies or deficiencies detected or discovered will be immediately corrected and processes or systems put into place to ensure such discrepancies or deficiencies do not occur again.

Additionally, the District will develop a self-monitoring assessment that will be administered at the end of every year. Corrective actions, including the actions required, the persons responsible, and the target date for completion, will be developed to address any deficiencies.

Mission CISD self-monitoring includes the compliant development of annual budgets of federal and grant funds. Program managers review and approve all expenditures. Related strategies to justify expenditures must be included in the District Improvement Plan or Campus Improvement Plan. These strategies and expenditures are developed during the annual Comprehensive Needs Assessment to coordinate grant funding with the overall campus or department plan.

The district embraces a philosophy of continuous improvement and transparency. A critical part of this is a comprehensive monitoring protocol followed cyclically. Our District has established a comprehensive needs assessment (CNA) with parameters focused principally on the student. The District believes that a data-based, purposeful approach will yield students whose strong educational development will enable them with assets for a more successful future. Therefore, the CAN process is based on analytic (numeric) and descriptive (observational) systems. This methodology is our avenue for the ongoing improvement of student learning. The process is place to identify deficiencies centers on sound evaluation. To gather data that contains integrity, a mixed method design is used (Creswell, 2003). All genres of performance-based data, those which fundamentally lie within the realm of quantitative inquiry, form the core of decision-making. Quantitative research involves the collection of numerical data to explain, predict, and/or control phenomena of interest (Gay & Airasian, 2002). Realizing that the affective domain of our stakeholders is as important as numerical data, our evaluation also involves post-positivist methods which permit us to focus on particular issues and study those in depth (Gall, Gall, Borg, 2003). Altogether, the evaluation process encompasses a triangulated methodology which yields specific priorities. Findings from our CNA give rise to deficiencies. We operationalize deficiencies differently from year to year, as these are based on results from ongoing assessment and improvement systems.

B. TEA Monitoring

Risk Assessment

Pursuant to the provisions in 2 CFR § 200.331(b), TEA, as a pass-through agency, is required to evaluate each subrecipient's risk of noncompliance with federal statutes, regulations, and the terms and conditions of the award for purposes of determining the appropriate subrecipient monitoring. Accordingly, the risk assessment may include:

- The District's prior experience with the same or similar awards;

- The results of previous audits including whether or not the District receives a Single Audit in accordance with Subpart F of 2 CFR, and the extent to which the same or similar award has been audited as a major program;
- Whether the District has new personnel or new or substantially changed systems; and
- The extent and results of USDE monitoring if the District also receives federal awards directly from the USDE.

Special Conditions

Based on the evaluation of risk, TEA *must* consider imposing one or more of the following specific conditions upon the District if appropriate:

- Requiring payments as reimbursements rather than advance payments
- Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance
- Requiring additional, more detailed financial reports
- Requiring the District to obtain technical or management assistance
- Establishing additional prior approvals. 2 CFR § 200.207(a)

TEA is required to notify the District as to:

- The nature of the additional requirements
- The reason why the additional requirements are being imposed
- The nature of the action needed to remove the additional requirements, if applicable
- The time allowed for completions the actions, if applicable, and
- The method for requesting reconsideration of the additional requirements imposed.

TEA must promptly remove any special conditions once the condition that prompted them have been corrected.

Identification as a High-Risk Grantee

In accordance with the provisions 2 CFR § 3474.10, TEA has the authority to identify the District as a high-risk grantee:

- Based on the results of the risk assessment;
- If the District has a history of failure to comply with the general or specific terms and conditions of a federal award;
- If the District fails to meet expected performance goals;
- If the District is not otherwise responsible.

TEA may impose one or more special conditions as needed to bring the District into compliance.

Monitoring

TEA must monitor the activities of the District as necessary to ensure that the award is used for authorized purposes, in compliance with the federal statutes, regulations, and the terms and conditions of the award; and that the award performance goals are achieved. 2 CFR § 200.331(d). Monitoring *must* include:

- Reviewing financial and programmatic reports required by TEA;
- Following up and ensuring that the District takes timely and appropriate action on all deficiencies pertaining to the award provided to the District from TEA detected through audits, on-site reviews, and other means; and
- Issuing a management decision for audit findings pertaining to the award.

Depending on the District's assessment of risk by TEA, TEA may use the following monitoring tools (not all-inclusive) to ensure proper accountability and compliance with program requirements and achievement of performance goals:

- Performing desk reviews of certain information;
- Providing the District with training and technical assistance on program-related matters;
- Performing on-site reviews of the District's program operations; and
- Arranging for agreed-upon procedures engages as described in 2 CFR § 200.425 Audit services.

TEA will also consider taking any enforcement action (i.e., remedies for noncompliance) against the District if it is found to be in noncompliance.

Remedies for Noncompliance

If the District fails to comply with federal statutes, regulations, or the terms and conditions of the award, the USDE (for direct grants) or TEA (for state-administered grants) may impose one or more of the conditions described in *Special Conditions*. In addition, TEA may take one or more of the following actions, as appropriate in the circumstances:

- Temporarily withhold cash payments pending correction of the deficiency by the District or more severe enforcement action by the USDE or TEA.
- Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.

- Initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and USDE regulations (or in TEA's case, recommend such a proceeding be initiated by the USDE).
- Withhold further federal awards for the project or program.
- Take other remedies that may be legally available.

2 CFR § 200.338

C. Subrecipient Monitoring

In the event that the District awards subgrants to other entities, it is responsible for monitoring those grant subrecipients to ensure compliance with federal, state, and local laws. Monitoring is the regular and systematic examination of all aspects associated with the administration and implementation of a program. Each program office that awards a subgrant must have its own monitoring policy. This policy must ensure that any monitoring findings are corrected.

The District does not award subgrants as a regular course of action.

IX. Audits

A. Annual Independent Audit

Section 44.008 of TEC requires that each school district have its fiscal accounts audited annually *at district expense* by a certified or public accountant (independent of the district) holding a permit from the Texas State Board of Public Accountancy (CPA). No portion of the independent audit may be paid from state or federal grant funds. The cost to conduct the annual independent audit must be paid from state or local funds.

The audit must meet at least the minimum requirements and be in the format prescribed by the SBOE and the commissioner. Audits must be conducted in accordance with generally accepted auditing standards (GAAS) and Government Auditing Standards (GAS), also referred to as the *Yellow Book*. Audit requirements are also provided in TEA's [FASRG](#), *Module 4 – Auditing*.

The itemized accounts and records of the district must be made available to audit. The independent audit must be completed following the close of each fiscal year and must be submitted to TEA within 150 calendar days of the close of the fiscal year.

During the annual independent audit, the auditor examines whether the district has complied with financial management and reporting requirements and with internal controls. The annual audit is organization-wide and includes an examination of all fund types and account groups.

The audit reports are reviewed by TEA audit staff, and TEA notifies the local board of trustees of any objections, violations of sound accounting practices or law and regulation requirements, or of any recommendations concerning the audit report that the commissioner wants to make. If the audit report reflects that penal laws have been violated, the commissioner must notify the appropriate county or district attorney and the state's attorney general.

TEA must be permitted access to all accounting records, including vouchers, receipts, fiscal and financial records, and other school records TEA considers necessary and appropriate for the review, analysis, and passing on audit reports.

B. Single Audit

In addition to the state-mandated annual audit, federal regulations require that grantees obtain audits in accordance with [2 CFR Part 200, Subpart F – Audit Requirements](#). (Note: The requirements in 2 CFR Part 200 apply for fiscal years that begin after December 26, 2014, (i.e., in most cases, for fiscal years that begin July 1 or September 1, 2015, and end June 30 or August 31, 2016, respectively. The requirements in [OMB Circular A-133](#) are in effect for the fiscal years that end June 30 or August 31, 2015, respectively.) The audits must be made by an independent auditor in accordance with generally accepted government auditing standards (GAGAS). Awarding agencies, including TEA, are required to determine whether their grantees have met the audit requirements.

State agencies such as TEA are required to follow their own procedures to determine whether the District spent federal funds in accordance with applicable laws and regulations. This includes reviewing an audit to determine if the District had a single audit conducted in accordance with 2 CFR § 200.514, or through other means if there was no single audit.

TEA as a state agency must also

- ensure that the District takes appropriate corrective action within six months after receiving a report with an instance of noncompliance with federal laws and regulations
- consider whether the audit necessitates an adjustment of TEA's own records

Who Is Required to Have a Single Audit?

School districts, ESCs and open-enrollment charter schools that **expend \$750,000** or more total in federal awards (i.e., all of the expenditures added together for all of the federal grants) during the fiscal year are required to have a Single Audit conducted *in addition to and in conjunction with* the annual independent audit.

The Single Audit must be completed in accordance with 2 CFR Part 200, Subpart F and the *Audit Compliance Supplement* (see link below), normally updated around March of each year. The *Audit Compliance Supplement* outlines specific requirements and corresponding audit procedures for each major federal program.

For federal programs *not* covered in the *Compliance Supplement*, the auditor is directed to use the *types* of compliance requirements contained in the *Supplement* as guidance for identifying compliance requirements to test, and to determine the requirements governing the federal program by reviewing the provisions of grant agreements and the laws and regulations applicable to those federal programs.

The cost to conduct the Single Audit can be prorated among the federal programs being audited in proportion to the total award amount of each program.

What Happens During a Single Audit?

During a Single Audit, the auditor examines

- the District's financial statements and schedule of expenditures of federal awards
- compliance with laws, regulations, and the provisions of contract or grant agreements that have a direct and material effect on each of the District's federal programs
- the effectiveness of internal control over federal programs in preventing or detecting noncompliance

Auditors are required to classify and select federal programs for audit using a risk-based approach. Where a District receives only one federal program, the auditor may conduct a *program-specific* audit rather than a Single Audit.

Auditors use the suggested audit procedures in the *Audit Compliance Supplement* to test general compliance requirements for each federal program selected for audit during the Single Audit or

program-specific audit process. Program and fiscal managers should be aware of the requirements and what the auditor may look for so they can be properly prepared. Auditors may potentially interview program managers and fiscal managers to solicit evidence of compliance with certain requirements.

As the auditor is reviewing the compliance requirements, he or she identifies any significant deficiencies in internal control and any noncompliance with laws, regulations, or grant agreements. The auditor also identifies any known questioned costs which are greater than \$25,000. Auditors must present the findings in a written report in sufficient detail for the District to prepare a corrective action plan and take corrective action, and for TEA or other awarding agency to arrive at a management decision.

The auditor assembles the report in accordance with *2 CFR Part 200, Subpart F* and submits the audit package to the local board of directors for approval. A copy of the full audit report, including the required annual audit, and the Single Audit or program-specific audit, is submitted to TEA as the pass-through entity. The auditor must also complete a data collection form that includes certain prescribed information about the District and the results of the audit. The District must submit the data collection form and a copy of the complete audit package to the [Federal Audit Clearinghouse](#) operated on behalf of OMB.

TEA audit staff review the audit report and issue a management decision within six months of receiving the package. The management decision (written letter) must inform the District whether or not the finding by the auditor is sustained, the reasons for the decision, and the expected action to repay disallowed costs, make financial adjustments, or take other corrective action. The District is responsible for follow-up and must prepare a corrective action plan for all audit findings, along with the anticipated completion date for each action and who is responsible.

TEA is required to follow up to ensure the District resolved the corrective actions. The audit in the subsequent year will include a follow up to ensure the District implemented the corrective actions.

TEA also uses the results of the report as a monitoring tool and may use the results to identify the District as high-risk and impose special conditions on federal awards.

The district hires an external auditor to conduct an annual audit. The external auditor works closely with Accounting Department, if for any reason a finding has occurred. A corrective action will be placed by the Accounting Department to correct the finding by the external auditor and will be reviewed by the Business Office accuracy.

In accordance with CFC (LEGAL) the Board shall have a District's fiscal accounts audited annually at District expense by a Texas certified or public accountant holding a permit from the State Board of Public Accountancy.

The audit shall be completed following the close of each fiscal year, and shall meet at least the minimum requirements and be in the format prescribed by the State Board of Education, subject to review and comment by the state auditor. The audit shall include an audit of the accuracy of the fiscal information provided by the District through the Public Education Information Management System (PEIMS).

C. Audits and Special Investigations Conducted by TEA or By Another Regulatory Agency

A review of the annual independent audit report and/or the Single Audit report may prompt TEA to schedule a subsequent desk audit or on-site audit or investigation. Additionally, TEA may schedule an audit or investigation on the basis of legitimate complaints received by TEA about the District's use of federal funds.

Federal regulations require that subgrantees, including school districts, also cooperate with the Secretary of Education and the Comptroller General of the United States or any of their duly authorized representatives in the conduct of audits authorized by federal law. This cooperation includes access without unreasonable restrictions to records and personnel of the District for the purpose of obtaining relevant information.

The Comptroller General of the United States is the Director of the U.S. [Government Accountability Office](#) (GAO). GAO is an independent, nonpartisan agency that works with Congress. GAO ensures fiscal and managerial responsibility of the federal government by investigating how the federal government spends taxpayer dollars.

In addition, the [Office of Inspector General \(OIG\) at the USDE](#) may conduct an audit, investigation, or other activities to promote the efficiency, effectiveness, and integrity of the Department's programs and operations. Anyone knowing of fraud, waste, or abuse of federal education funds is able to contact the [OIG Hotline](#) to make a confidential report.

TEA also has a [procedure for reporting fraud, waste, or abuse of state and federal resources](#). In addition, TEA has a procedure for [filing a complaint](#) with regard to federal programs when it cannot be resolved at the local level following district policies and procedures.

District Procedures for Reporting Fraud, Waste, or Abuse

The District prohibits fraud and financial impropriety, as defined in School Board policy **CAA (LOCAL)**, in the actions of its trustees, employees, vendors, contractors, consultants, volunteers, and others seeking or maintaining a business relationship with the District.

The Superintendent or designee shall maintain a system of internal controls to deter and monitor for fraud or financial impropriety in the District.

Any person who suspects fraud or financial impropriety in the District shall report the suspicions immediately to any supervisor, the Superintendent or designee, the Board President, local law enforcement, or the District's fraud hotline.

Reports of suspected fraud or financial impropriety shall be treated as confidential to the extent permitted by law. Limited disclosure may be necessary to complete a full investigation to comply with law. All employees involved in an investigation shall be advised to keep information about the investigation confidential.

X. Programmatic Fiscal Requirements

A. Supplement, Not Supplant

Most federal education grants contain the *supplement, not supplant* provision. In most cases, the expenditure of grant funds for a particular cost or activity must supplement, and not supplant, state or local funds. Therefore, supplement, not supplant is a crucial factor in determining whether a particular cost is allowable, and it must be understood by program and fiscal managers.

What Does Supplement, Not Supplant Mean?

The intent behind supplement, not supplant, is that federal funds are not meant to substitute for state or local funds, but rather to provide for an additional layer of support for students who need extra academic assistance in order to succeed in school. Districts must demonstrate that federal funds are used to purchase additional academic and support services, staff, programs, or materials the state or district would not normally provide.

The supplement, not supplant provision means, in general, that

- Federal funds may not be used to replace activities normally funded from state or local funds.
- State and local funds may not be diverted for other purposes due to the availability of federal funds.
- Federal funds may not be used to support activities that are required by state law, State Board of Education or Commissioner's rule, or local policy.
- All students must receive the same level and quality of services from State and local resources. In other words, State and local sources *cannot* be used to provide services to only *some* of the students, while Federal funds are used to provide services to the *remaining* students. (Schoolwide programs may be an exception.)
- Federal funds must be used to *supplement* activities already being provided by the District, meaning they must be used to *expand, enhance, or improve* existing services and activities or to create something *new*.

Rebutting the Presumption of Supplanting

Violations for supplanting with federal funds can be quite severe. If a grantee is determined to be supplanting with the entire program, the penalty could be as great as repaying 100% of the funds expended. Federal regulations require that a grantee repay funds in proportion to the harm to the federal government.

Districts may be able to *rebut* the presumption of supplanting by an auditor or monitor. To determine compliance with the supplement, not supplant requirement, the District must determine what services *would have been provided* to students in the absence of federal funds. Generally in a situation where the District used Title 1 funds, for example, to provide services that it provided with non-Federal funds in the prior year(s), an auditor or monitor will presume supplanting occurred.

The USDE provides excellent guidance on supplement, not supplant with regard to Title I, Part A in their [Non-Regulatory Guidance on Title I Fiscal Issues, Revised February 2008](#). In addition, TEA's [Supplement, Not Supplant Handbook](#) (under *Handbooks*) discusses supplement, not supplant as it applies to NCLB programs and other programs, including IDEA-B and Perkins. Both documents contain excellent information and examples as it pertains to rebutting the presumption of supplanting.

In any case, due to different experiences and knowledge level of independent auditors and federal oversight personnel, the independent auditor or federal oversight agency may *still* consider it supplanting.

Supplement, Not Supplant on Schoolwide Programs

The fiscal requirements for supplement, not supplant are slightly different for Title I schoolwide programs than for Title I Targeted Assistance schools. In a Title I Targeted Assistance school, the District must identify low-achieving students and provide additional, supplemental services only to those identified students. In no case can federal funds replace state and local funds. (Refer to the archived [USDE guidance on Targeted Assistance Schools](#) for more information.)

Unlike a Targeted Assistance program, however, a *schoolwide* program is *not* required to select and provide supplemental services to specific children identified as in need of services. A school operating a schoolwide program does not have to

- show that Federal funds used with the school are paying for additional services that would not otherwise be provided
- demonstrate that Federal funds are used only for specific target populations
- separately track Federal program funds once they reach the school

A schoolwide program school, however, must use Title I funds only to supplement the **amount** of funds that would, in the absence of the Title I funds, be made available from non-Federal sources for that school, including funds needed to provide services that are required by law for children with disabilities and children with limited English proficiency. In other words, the same *amount* of state and local resources must still be spent on the school in order to conduct the regular academic program, and the amount of Title I funds must supplement, or be in addition to, the amount of state and local funds normally provided to that school [*Title I, Part A, Section 1114(a)(2)*].

The USDE provides helpful [non-regulatory guidance on supplement, not supplant](#) with regard to both Targeted Assistance schools and schoolwide programs. TEA also provides excellent guidance related to NCLB and other programs in a [Supplement, Not Supplant Handbook: A Guide for Grants Administered by the Texas Education Agency](#).

Again, it is important that District personnel involved in federal programs understand supplement, not supplant. School districts are frequently cited for a supplant violation. On the surface, a particular cost may seem allowable in that it is reasonable, allowable under the federal cost principles, allocable, and appropriate under a federal program such as Title I, Part A.

However, **if the cost is not supplemental, all of the other factors do not counteract.** All costs associated with a supplant violation would be required to be repaid to TEA or other federal awarding agency.

How to Document Compliance for an Auditor

Any determination about supplanting is specific to the individual situation, and general guidelines cannot be provided to meet the particular details of any situation. Examples of the types of documentation auditors may request from the District to demonstrate that the expenditure is supplemental to other federal and/or non-federal programs include the following:

- Fiscal or programmatic documentation to confirm that, in the absence of federal funds, the District would have eliminated staff or other services in question
- Board minutes/agendas with discussion of elimination of staff due to lack of state funds
- State or local legislative actions
- Itemized budget histories from one year to the next and information
- Planning documents
- Actual reduction in state or local funds
- Decision to eliminate position or services was made without regard to the availability of federal funds, including the reason the decision was made
- Class-size data from previous years and upcoming year
- Specific policies and procedures related to supplement, not supplant requirements

Procedures for Complying with Supplement, Not Supplant

Federal grant and related grant programs planned for supplemental activities are not allowed to supplant current funding. Our Maintenance of Effort is one source of documentation for this requirement. In addition, during the Comprehensive Needs Assessment Process and the development of the District Improvement Plan and Campus Improvement Plan this requirement is addressed. All requests for purchases are also reviewed by the Program Manager to ensure that the items or services are supplemental in nature. Prior to release of a requisition, department administrator must complete and submit a PO Compliance form for review and approval by the Program Director. If approved, the requisition can be released by the department and it follows the approval work path set up by the District's Finance Dept. During this phase the purchase will be reviewed once again before final approval is granted. For any Professional Learning, the District has also implemented and requires the completion of a Professional Learning Statement. Both of these documents can be found in the Appendix.

B. Maintenance of Effort (MOE)

MOE is one of the fiscal requirements, similar to supplement, not supplant, that ensures that federal funds are used to provide services that are in addition to the regular services normally provided by a District. If MOE is a requirement, it will be included in the authorizing program statute. For example, for most NCLB programs, the MOE requirement is included in Title IX, General Provisions, Part E, Subpart 2, § 9521.

MOE means the District must maintain its expenditures for public education from state and local funds from year to year. A district cannot reduce its own state and local spending for public education and replace those funds with federal funds.

For most federal programs for which MOE applies, such as Title I, Part A, the District's combined fiscal effort per student, or the aggregate expenditures of the District with the respect to the provision of a free public education for the fiscal year preceding the fiscal year for which the determination is made, must be not less than 90% of the combined fiscal effort or aggregate expenditures for the second fiscal year preceding the fiscal year for which the determination is made. (Note: The MOE requirements are different for some grant programs, such as IDEA-B [Individuals with Disabilities Education Act, Part B]).

MOE is based on *actual* expenditures from State and local funds, not on budgeted amounts. The District is responsible for maintaining effort and for documenting compliance with MOE. TEA will verify the District's MOE using fiscal information obtained through the Public Education Information Management System (PEIMS) database.

Expenditures Included in the Determination of MOE

In determining whether the District has maintained fiscal effort, TEA must consider the District's expenditures from State and local funds for free public education. These include expenditures for

- administration
- instruction
- attendance services
- health services
- pupil transportation services
- operation and maintenance of plant
- fixed charges
- net expenditures to cover deficits for food services
- net expenditures to cover deficits for student body activities

[34 CFR § 299.5\(d\)\(1\)](#)

TEA calculates MOE for school districts and open-enrollment charter schools. TEA includes expenditures for the following functions (specified in FAR) in determining whether the District has met the MOE requirement:

Category	Function
Instruction	11
Instructional Leadership (previously Administration)	21
Instructional Leadership (previously Administration)	12
Curriculum Development and Instructional Staff Development	13
School Leadership	23
Guidance and Counseling Services	31
Social Work Services	32
Health Services	33
Student (Pupil) Transportation	34
Deficits for Cocurricular/Extracurricular Student Body Activities	36
Deficits for Food Services	35
General Administration	41
Plant Maintenance and Operation	51
Data Processing Services	53

Expenditures Excluded from the Determination of MOE

The following expenditures are *excluded* from the determination of MOE:

- community services
- capital outlay
- debt service

- supplemental expenses made as a result of a Presidentially declared disaster
 - any expenditures made from federal funds.
- [34 CFR § 299.5\(d\)\(2\)](#)

“Preceding Fiscal Year” Defined

For purposes of determining MOE, regulations specify that the “preceding fiscal year” is the federal fiscal year, or the 12-month fiscal period most commonly used in a State for official reporting purposes, prior to the beginning of the federal fiscal year in which funds are available. TEA calculates MOE using State and local expenditures for the **state** fiscal year, or September 1 through August 31. [34 CFR § 299.5\(c\)](#)

Failure to Meet MOE

If the District fails to meet MOE for NCLB programs for any given fiscal year, the award amount is reduced in the exact proportion by which the District did not meet MOE. The Secretary of Education may waive the requirements for one year due to exceptional or uncontrollable circumstances, such as natural disaster, or a precipitous decline in the financial resources of the District.

Procedures for Complying with MOE

The District complies with [guidance provided by TEA pertaining to MOE for NCLB programs](#) and for [IDEA-B](#). The District will follow TEA’s worksheet in regards to MOE compliance.

XI. Programmatic Requirements

A. Private Nonprofit School Participation

If the authorizing federal program statute provides for private nonprofit school participation, the District must comply with certain requirements. Before completing and submitting the application, the District must contact the private nonprofit schools located within the District’s boundaries, notifying them of the opportunity to participate in the program. The *Private Nonprofit School Participation* schedule in the applicable federal grant application must be completed and submitted with the application.

Generally, in accordance with the specific program statute, private nonprofit schools must be consulted in the planning and development of the project. Both children and teachers from private nonprofit schools must be assured equitable participation in all services, materials, equipment, and teacher training.

Prior to completing any federal grant application, the District ensures that private nonprofit schools have been consulted in accordance with the provisions of the statute and in accordance with the guidelines specified in TEA's [General and Fiscal Guidelines](#) and Program Guidelines. The program manager/director assigned to the federal program is responsible for ensuring that all requirements with regard to the participation of private nonprofit schools are carried out.

B. Equitable Access and Participation

Provisions for equitable access and participation apply to all federally funded grants administered by the US Department of Education. As such, *Equitable Access and Participation* is a required schedule in the application for any federally funded grant. The application will not be approved in the absence of this schedule.

In accordance with the General Education Provisions Act (GEPA), Section 427, applicants must develop and describe the procedures they will use to ensure equitable access to and equitable participation in the grant program. The barriers to such participation should be identified for all participants and potential participants during the needs assessment phase of the program planning and development.

All applicants, including the District, must address the special needs of students, teachers, and other program beneficiaries to overcome barriers to equitable participation, including those based on gender, race, color, national origin, disability, and age.

The District complies with the requirements for completing the *Equitable Access and Participation* schedule in each federally funded grant application.

C. Civil Rights and Prohibition of Discrimination

Several federal civil rights laws prohibit discrimination in programs or activities that receive federal funds from the USDE. These laws prohibit discrimination on the basis of race, color, and national origin; sex; disability; and age. The civil rights laws extend to all state educational agencies, elementary and secondary school systems, colleges and universities, vocational schools, proprietary schools, state vocational rehabilitation agencies, libraries, and museums that receive USDE funds.

The four primary civil rights laws are as follows:

Subject	Statute	Regulation
Discrimination on the basis of race, color, or national origin	Title VI of the Civil Rights Act of 1964 (45 USC §§ 2000d-2000d-4)	34 CFR Part 100
Discrimination on the basis of sex	Title IX of the Education Amendments of 1972 (20 USC §§ 1681-1683)	34 CFR Part 106
Discrimination on the basis of handicap	Section 504 of the Rehabilitation Act of 1973 (29 USC § 794)	34 CFR Part 104
Discrimination on the basis of age	The Age Discrimination Act (42 USC §§ 6101 et seq.)	34 FR Part 110

The District must comply with the provisions pertaining to all four of these civil rights statutes and their implementing regulations to be eligible to receive any federal education funds. GEPA requires the Secretary of Education to reduce an allotment to a state for any Districts not in compliance with any of these four civil rights laws. [Title 20 USC, Chapter 31 – General Provisions Concerning Education](#), § 1231e

Other federal laws that prohibit discrimination include [Title II of the Americans with Disabilities Act](#) (ADA) of 1990, which prohibits discrimination on the basis of disability by public entities, whether or not they receive federal funding. The [Boy Scouts of America Equal Access Act](#) amends the Elementary and Secondary Education Act (ESEA) of 1965 in the No Child Left Behind Act (NCLB) of 2001, § 9525. This Act prevents public schools from discriminating against patriotic youth societies, including Boy Scouts of America, by insuring equal access to meet on school premises and in school facilities.

Each civil rights law is discussed in more detail below. These laws require that all recipients of federal funds ensure their educational programs are administered in a manner that prohibits discrimination in the participation of federal programs. The [USDE Office for Civil Rights](#) (OCR) enforces these laws and their implementing regulations.

Prohibition of Discrimination on the Basis of Race, Color, or National Origin

[Title VI of the Civil Rights Act of 1964](#) prohibits discrimination in the participation of federal programs on the basis of *race, color, or national origin*. No person shall be excluded from participation in, be denied the benefits of, or be subjected to any form of discrimination in, any federal program on the basis of race, color, or national origin.

Specific discriminatory actions that are prohibited include

- denying an individual any service or other benefit provided under the program
- providing any service or other benefit to an individual which is different, or is provided in a different manner, from that provided to others under the program
- subjecting an individual to segregation or separate treatment in any matter related to his or her receipt of any service or other benefit under the program
- restricting an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or other benefit under the program
- treating an individual differently from others in determining whether he or she satisfies any admission, enrollment, quota, eligibility, membership or other requirement or condition which individuals must meet in order to be provided any service or other benefit provided under the program
- denying an individual an opportunity to participate in the program through the provision of services or otherwise or afford him or her an opportunity to do so which is different from that afforded others under the program
- denying a person the opportunity to participate as a member of a planning or advisory body which is an integral part of the program

Every federal grant application includes an assurance that the District complies with these provisions. The assurance is included in the TEA [General Provisions and Assurances](#).

The District may be required to submit to the USDE OCR records that demonstrate compliance with the provisions. The District must also permit on-site access to records by USDE OCR staff to verify compliance.

Any person who believes to have been the subject of discrimination may file a written complaint with the USDE OCR not later than 180 days following the alleged discrimination. OCR staff will promptly investigate the complaint and attempt to resolve it informally. If the complaint cannot be resolved informally, the USDE has the right to suspend or terminate federal funding for the program affected. The USDE must provide an opportunity for a hearing prior to suspension or termination of the program.

The regulations that implement Title VI of the Civil Rights Act for educational institutions are in [34 CFR Part 100](#), 34 CFR §§ 75.500 and 76.500 and [Title VI of the Civil Rights Act of 1964](#)

The ADA and Section 504 Compliance Coordinators are responsible for coordinating and ensuring compliance with this Act.

Prohibition of Discrimination on the Basis of Sex

[Title IX of the Education Amendments of 1972](#) prohibits discrimination on the basis of sex in any federal program. No person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any academic, extracurricular, research, occupational training, or other education program or activity.

The regulations in [34 CFR Part 106](#) implement the provisions of Title IX. These regulations require that

- the District designate at least one employee to coordinate its efforts to comply with and carry out its responsibilities under Title IX, including investigating any complaint communicated to the District alleging its noncompliance with Title IX. The District must notify all its students and employees of the name, office address, and telephone number of the employee or employees appointed to carry out the requirements of Title IX.
- the District adopt and publish grievance procedures providing for prompt and equitable resolution of student and employee complaints alleging any action which would be prohibited by Title IX.
- the District implement specific and continuing steps to notify students, parents and employees that it does not discriminate on the basis of sex in the educational programs or

activities which it operates, and that it is required by Title IX and 34 CFR Part 106 not to discriminate in such a manner. The District must publish in any document used to recruit students or employees the policy that states that the District does not discriminate on the basis of sex.

There are certain exceptions, such as allowing boys and girls to be separated in physical contact activities, such as football, soccer, basketball, boxing, etc.

The District must not discriminate on the basis of a student's pregnancy. The District must also not discriminate on the basis of sex in the employment of personnel, compensation, fringe benefits, or work assignments under any federal programs.

Every federal application includes an assurance that the District complies with these provisions. The assurance is included in the TEA [General Provisions and Assurances](#). [Title IX of the Education Amendments of 1972](#); [34 CFR Part 106](#); and 34 CFR §§ 75.500 and 76.500

The ADA and Section 504 Compliance Coordinators are responsible for coordinating and ensuring compliance with this Act.

Prohibition of Discrimination on the Basis of Age

The [Age Discrimination Act of 1975](#) prohibits discrimination based on *age* in programs or activities that receive federal financial assistance. The regulations in [34 CFR Part 110](#) implement the *Age Discrimination Act* and describe conduct that violates the Act.

No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The District may not, in any program or activity receiving federal financial assistance, directly or through contractual, licensing, or other arrangements, use age distinctions or take any other actions that have the effect, on the basis of age, of

- (1) excluding individuals from, denying them the benefits of, or subjecting them to discrimination under a program or activity receiving federal financial assistance
- (2) denying or limiting individuals in their opportunity to participate in any program or activity receiving Federal financial assistance

These regulations do not apply to

- (1) an age distinction contained in that part of a federal, state, or local statute or ordinance adopted by an elected, general purpose legislative body that

- (i) provides any benefits or assistance to persons based on age
 - (ii) establishes criteria for participation in age-related terms
 - (iii) describes intended beneficiaries or target groups in age-related terms
- (2) any employment practice of any employer, employment agency, labor organization, or any labor-management joint apprenticeship training program, except any program or activity receiving federal financial assistance for employment under the Job Training Partnership Act (29 U.S.C. 1501 *et seq.*).

The regulations do not apply where age is a factor in conducting normal operations of the District. For example, where the District is operating a program or activity that provides special benefits to children, the use of age distinctions is presumed to be necessary to the normal operation of the program or activity.

Age discrimination in *employment* is covered under the [Age Discrimination in Employment Act](#). Complaints of employment discrimination based on age may be filed with the U.S. [Equal Employment Opportunity Commission](#).

The District must take steps to comply and maintain records demonstrating compliance. The District may be required to submit to the USDE OCR records that demonstrate compliance with the provisions and must also permit on-site access to records by USDE OCR staff to verify compliance. The District must

- Designate at least one employee to coordinate its efforts to comply with and carry out its responsibilities under the *Age Discrimination Act*, including investigating any complaint communicated to the recipient alleging its noncompliance with the Act. The District must notify all its students of the name, office address, and telephone number of the employee or employees appointed to carry out the requirements of the Act.
- Adopt and publish grievance procedures providing for prompt and equitable resolution of student complaints alleging any action which would be prohibited by the Age Discrimination Act.

The USDE may conduct compliance reviews, pre-award reviews, and other similar procedures to investigate and correct violations of the Act and of the regulations, even in the absence of a complaint against the District. The review may be as comprehensive as necessary to determine whether a violation of the regulations occurred.

If a compliance review or pre-award review indicates a violation of the Act or of the regulations, the USDE attempts to achieve voluntary compliance with the Act. If voluntary compliance cannot be achieved, the USDE arranges for enforcement.

Any person who believes to have been the subject of age discrimination may file a written complaint with the USDE OCR not later than 180 days following the alleged discrimination. OCR staff is required to promptly refer the complaint for mediation. If the complaint cannot be resolved through mediation, the USDE will conduct an investigation and attempt to achieve voluntary compliance by the District. If the District does not comply, the USDE has the right to suspend or terminate federal funding for the program affected. The USDE must provide an opportunity for a hearing prior to suspension or termination of the program.

The Act prohibits retaliation for filing a complaint with OCR or for advocating for a right protected by the Act.

An assurance that the District complies with these provisions is included in the TEA [General Provisions and Assurances](#), [Age Discrimination Act of 1975](#); [34 CFR Part 110](#); and [34 CFR §§ 75.500 and 76.500](#)

The **ADA Compliance Coordinator** is responsible for coordinating and ensuring compliance with this Act.

Prohibition of Discrimination on the Basis of Disability

In addition to the [Individuals with Disabilities in Education Act](#) (IDEA), there are two other laws pertaining to non-discrimination on the basis of disability:

- [Section 504 of the Rehabilitation Act of 1973](#), which prohibits discrimination on the basis of disability in programs or activities that receive federal financial assistance from the USDE
- [Title II of the Americans with Disabilities Act](#) (ADA) of 1990, which prohibits discrimination on the basis of disability by state and local governments, including school districts, regardless of whether they receive any federal financial assistance

Section 504 of the *Rehabilitation Act of 1973*, effective May 1977, is widely recognized as the first civil-rights statute for persons with disabilities. Because it was successfully implemented over the next several years, it helped to pave the way for the 1990 [Americans with Disabilities Act](#). The *Americans with Disabilities Act Amendments Act of 2008* (Amendments Act), effective January 1, 2009, amended the *Americans with Disabilities Act of 1990* (ADA) and included a conforming amendment to the *Rehabilitation Act of 1973* (Rehabilitation Act) that affects the meaning of *disability* in Section 504.

Section 504 and Title II of ADA are both unfunded mandates with which all school districts [as well as ESCs and open-enrollment charter schools] must comply. **It is important to recognize that while a specific child enrolled in the District may not be eligible for services under IDEA, the child *may* be eligible for protection under Section 504.** Failure to comply with Section 504 could result in costly hearings and potential lawsuits.

Section 504

Section 504 states that no otherwise qualified individual with a disability in the United States shall, solely by reason of her or his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Section 504 defines *individuals with disabilities* as “persons with a *physical or mental impairment* which substantially limits one or more *major life activities*.” However, a student protected under Section 504 may also have a *record* of such an impairment or be *regarded* as having such an impairment.

Physical or mental impairment means, including but not limited to, functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions. It includes any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more body systems, as well as any mental or psychological disorder.

Major life activities were expanded in the Amendments Act and now include

- caring for oneself
- performing manual tasks
- seeing
- hearing
- eating
- sleeping
- walking
- standing
- lifting
- bending
- speaking
- breathing
- learning
- reading
- concentrating
- thinking
- communicating
- working

The regulations implementing Section 504 in the context of educational institutions appear at [34 CFR Part 104](#). These regulations require a school district to provide a "free appropriate public education" (FAPE) to each qualified student with a disability who is in the school district's jurisdiction, regardless of the nature or severity of the disability. Under Section 504, FAPE consists of the provision of regular or special education and related aids and services designed to

meet the student's individual educational needs as adequately as the needs of nondisabled students are met.

Determining whether a child is a *qualified disabled student* under Section 504 begins with the evaluation process. Section 504 requires the use of evaluation procedures that ensure that children are not misclassified, unnecessarily labeled as having a disability, or incorrectly placed, based on inappropriate selection, administration, or interpretation of evaluation materials.

School districts must establish standards and procedures for initial evaluations and periodic re-evaluations of students who need or are believed to need special education and/or related services because of disability. The Section 504 regulations require districts to individually evaluate a student before classifying the student as having a disability or providing the student with special education. In addition, evaluation and the provision of appropriate accommodations are required regardless of any methods the student might be using to mitigate the impairment.

Costs related to provisions under Section 504 must come from state or local funds. Such expenditure must not be paid from federal grant funds.

Title II of ADA

[Title II of the Americans with Disabilities Act of 1990](#) extends this prohibition against discrimination to the full range of state and local government (including public schools) services, programs, and activities *regardless of whether they receive any federal financial assistance*.

However, "for purposes of employment", *Qualified Individuals with Disabilities* must also meet "normal and essential eligibility requirements", such that:

"*Qualified Individuals with Disabilities* are persons who, with *Reasonable Accommodation*, can perform the essential functions of the job for which they have applied or have been hired to perform."

"*Reasonable Accommodation* means an employer is required to take reasonable steps to accommodate [one's] disability unless it would cause the employer undue hardship."

That is, *Qualified Individuals with Disabilities* must be able to perform the job duties (with reasonable accommodation) associated with the job for which they will be hired.

Enforcement of Section 504 and Title II of ADA

The USDE OCR enforces the provisions of *Section 504* and the provisions of *Title II of ADA* as it applies to LEAs. An assurance that the grantee complies with these provisions is included in the TEA [General Provisions and Assurances](#).

Although the implementing regulations for *Title II of ADA* in *28 CFR Part 35* are enforced by the U. S. Department of Justice (DOJ), the USDE Office of Civil Rights is designated by DOJ to resolve complaints filed against SEAs and LEAs.

The Dyslexia and 504 Coordinator coordinates and ensures compliance with the requirements under Section 504. The Director for Special Education coordinates and ensures compliance with the requirements of Title II of ADA.

[Section 504 of the Rehabilitation Act of 1973](#); [34 CFR Part 104](#); *34 CFR §§ 75.500 and 76.500*; [Title II of the Americans with Disabilities Act of 1990](#); [Americans with Disabilities Act Amendments Act of 2008](#); and [28 CFR Part 35](#)

Prohibition of Discrimination of Groups Affiliated with Boy Scouts of America

Under this Act, Districts that sponsor any group affiliated with Boy Scouts of America or any other patriotic youth society must not discriminate against such youth or deny equal access to, or fair opportunity to meet in, school facilities or on school premises. Patriotic youth societies include, among others, Big Brothers Big Sisters, Boys and Girls Clubs of America, Girl Scouts of the U.S.A., and Little League Baseball, Inc. This does not require that the District *sponsor* a group affiliated with Boy Scouts of America or similar patriotic youth society.

The U.S. Supreme Court has ruled that the Boy Scouts have the right to set their own standards for leadership. Schools must respect that right and not exclude the Boy Scouts because of its membership and leadership policies and oath of allegiance to God and country.

[34 CFR Part 108](#) implements the provisions of the Act. The District shall not deny access or opportunity or discriminate for reasons including the membership or leadership criteria or oath of allegiance to God and country of the Boy Scouts or of a similar patriotic youth society.

Any group officially affiliated with the Boy Scouts or officially affiliated with any other patriotic youth society that requests to conduct a meeting in the District's facilities or on school grounds must be given equal access to school premises or facilities to conduct meetings. Such groups must also be given equal access to any other benefits and services provided to other groups that are allowed to meet on school premises or in school facilities. These benefits and services may include, but are not necessarily limited to, school-related means of communication, such as bulletin board notices and literature distribution, and recruitment.

Any decisions relevant to the provision of equal access must be made on a nondiscriminatory basis. Any determinations of which youth or community groups are *outside groups* must be made using objective, nondiscriminatory criteria, and these criteria must be used in a consistent, equal, and nondiscriminatory manner.

The USDE OCR enforces the requirements of the Act.

ESEA, as Amended by the No Child Left Behind Act of 2001, § 9525, Equal Access to Public School Facilities; [Boy Scouts of America Equal Access Act](#); and [34 CFR Part 108](#)

School Prayer

A related provision applies to constitutionally protected prayer in public schools. As a condition of receiving NCLB funds, the District must certify in writing that no policy of the District prevents, or otherwise denies participation in, constitutionally protected prayer in public elementary and secondary schools. Per statute, the certification must be provided to TEA by October 1 of each year. However, TEA includes the certification in the federal NCLB Consolidated Application each year in the [NCLB Provisions and Assurances](#), Section N, thus eliminating the need for LEAs to submit a separate certification.

The provision also requires the Secretary to provide guidance to Districts and to publish the guidance on the Internet. A link to the guidance is provided below. *ESEA, as Amended by the No Child Left Behind Act of 2001, § 9524*

[USDE Guidance on Constitutionally Protected Prayer in Public Schools](#)

The Assistant Superintendent for Human Resources and Coordinator for Student Services coordinates and ensures compliance with the requirements of this Act.

D. Program Reporting

Federal regulations require that grantees cooperate in any evaluation of the program. 34 CFR § 76.591. States may require subgrantees to furnish reports that the state needs to carry out its evaluation and performance reporting duties. 34 CFR § 76.722. Evaluation reports must include

- the District's progress in achieving the objectives in its approved application
- the effectiveness of the project in meeting the purposes of the program
- the effect of the project on participants being served by the project

Federal regulations also require that grantees, in this case, TEA, submit, at a minimum, annual performance reports to the federal awarding agency. 2 CFR § 200.328. The federal awarding

agency may also require quarterly or semi-annual reports. Performance reports must contain, for each grant, brief information on the following:

- a comparison of actual accomplishments to the objectives established for the project period
- the reasons why established objectives were not met, if applicable
- additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs

Grantees must adhere to the same standards in prescribing performance reporting requirements for subgrantees.

In addition, events may occur between the scheduled performance reporting dates which have significant impact upon the grant activities. 2 CFR § 200.328(d). In such cases, the regulations require the District to inform TEA, and TEA to inform the USDE or other federal awarding agency, if appropriate, as soon as either of the following conditions become known:

- problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
- favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more beneficial results than originally planned

The USDE or TEA may make site visits as warranted by program needs.

Program reporting requirements are specified in the *Program Guidelines* accompanying each RFA published by TEA. The program manager/director assigned to the program is responsible for ensuring mechanisms and systems are in place or collecting and analyzing any and all required data and/or information and for reporting such data and/or information in accordance with TEA's requirements.

XII. Legal Authorities and Helpful Resources

The following documents contain relevant grants management requirements. Staff should be familiar with these materials and consult them when making decisions related to the federal grant.

- Education Department General Administrative Regulations (EDGAR)

- <http://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html>
- [Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards \(2 CFR Part 200\)](#)
 - <http://www.ecfr.gov/cgi-bin/text-idx?SID=ccccf77e01c9e6d4b3a377815f411704&node=pt2.1.200&rgn=div5>
- [USDE's Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards \(2 CFR Part 3474\)](#)
 - http://www.ecfr.gov/cgi-bin/text-idx?SID=ccccf77e01c9e6d4b3a377815f411704&tpl=/ecfrbrowse/Title02/2cfr3474_main_02.tpl
- Federal education program statutes, regulations, and guidance
 - <http://www.ed.gov/>

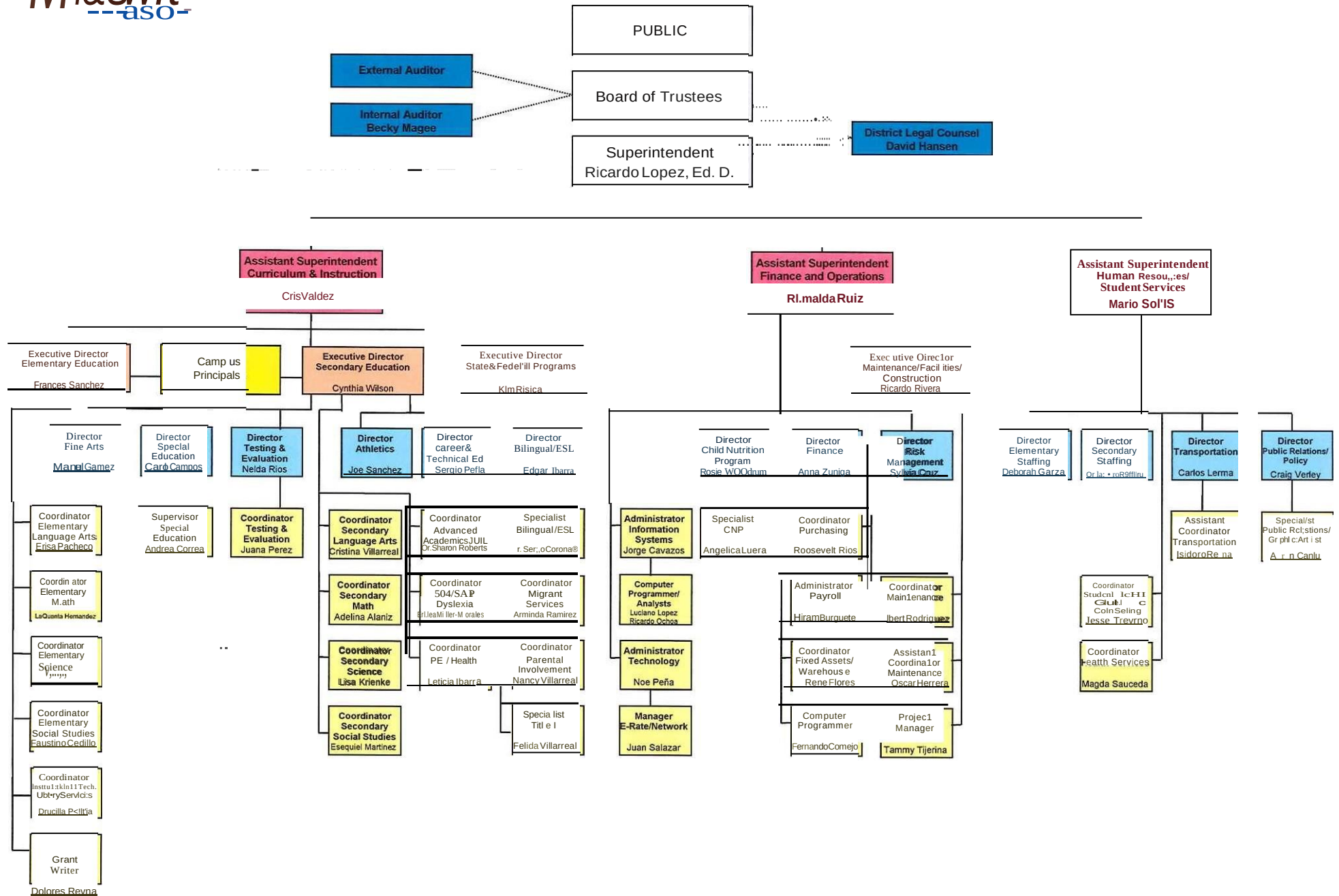
Appendix

1. Organization Chart
2. Purchasing Flow Chart
3. Purchasing Thresholds
4. Accounts Payable Procedures
5. Accounts Payable Forms
6. PO Compliance Form for Federal
7. Professional Learning Statement for Federal
8. Semi-Annual Certification (Paper Form)
9. Fixed Assets Guidelines and Procedures



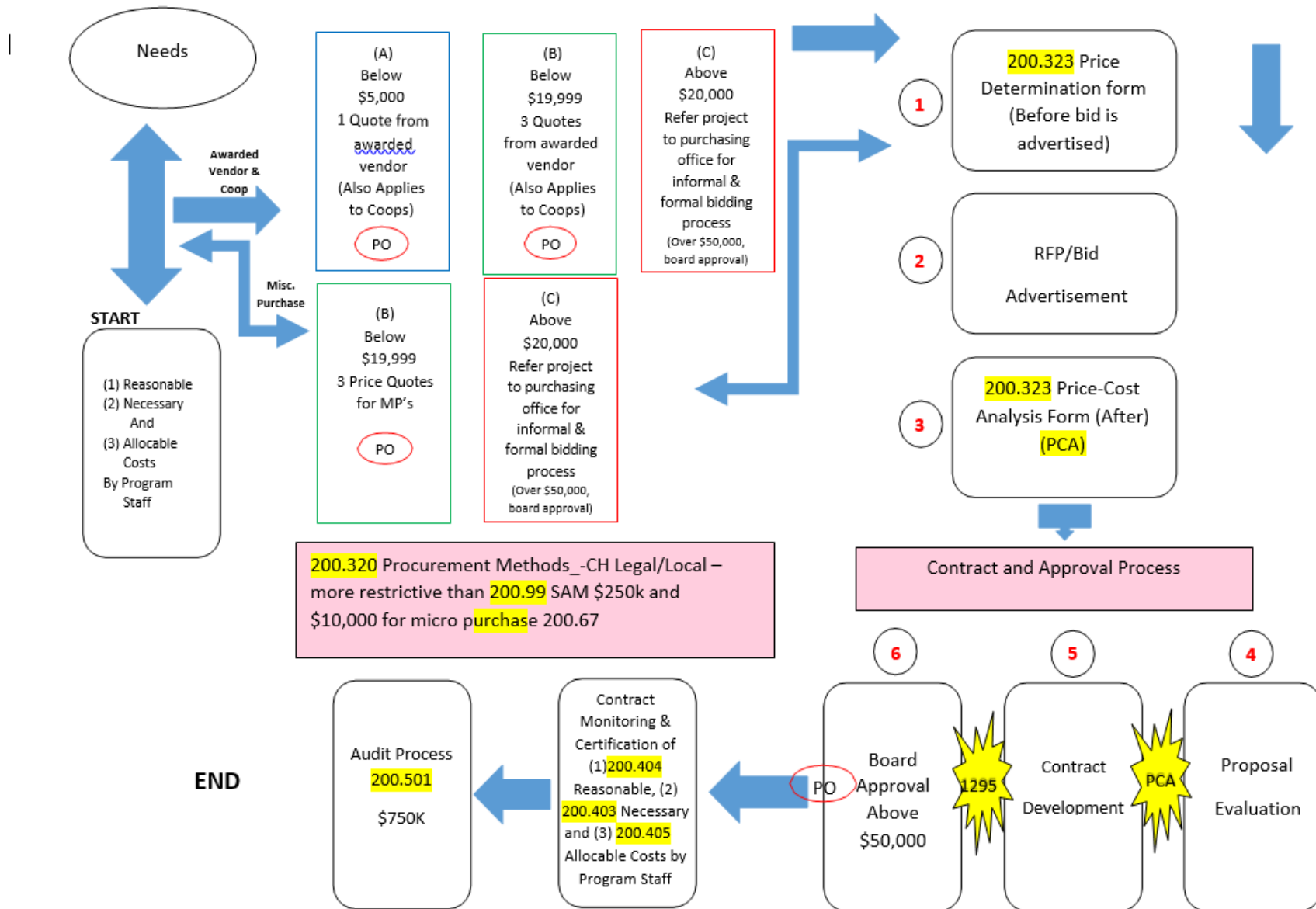
Mission Consolidated Independent School District

2015 - 2016



200.320 Contracting, Analysis, Compliance, Reporting and Audit

Analysis and Bid Process





PURCHASING THRESHOLDS AND REQUIREMENTS Effective 09/01/2021

Purchase Amount	Documentation Required	Responsibility	RFP/RFQ	Board Approval	Advertising
Awarded District Catalog Contracts					
\$0.01 to \$5,000	1 written quote	Requesting campus/department*	Not Required	Not Required	Not Required
\$5,001 to \$19,999	2 written quotes	Requesting campus/department*	Not Required	Not Required	Not Required
> \$20,000	3 written quotes	Purchasing Department**	RFQ Required	Not Required	Not required
Awarded District Line Items Contracts					
	1 written quote	Requesting campus/department*	Not Required	Not Required	Not Required
Purchasing Cooperative					
\$0.01 to \$5,000	1 written quote	Requesting campus/department*	Not Required	Not Required	Not Required
\$5,001 to \$19,999	2 written quotes	Requesting campus/department*	Not Required	Not Required	Not Required
\$20,000 to \$49,999	3 written quotes	Purchasing Department**	RFQ Required	Not Required	Not Required
> \$50,000	3 written quotes	Purchasing Department**	RFQ Required	Required	Not Required
Miscellaneous Purchases - Goods & Services					
\$0.01 to \$1,000	1 written quote	Requesting campus/department*	Not Required	Not Required	Not Required
\$1,001 to \$5,000	3 written quotes	Requesting campus/department*	Not Required	Not Required	Not Required
\$5,001 to \$19,999	3 written quotes	Requesting campus/department*	Not Required	Not Required	Not Required
\$20,000 to \$49,999	3 written quotes	Purchasing Department**	RFQ Required	Not Required	Not Required
> \$50,000	Formal solicitation	Purchasing Department**	RFP Required	Required	Required 2 consecutive weeks
Miscellaneous Purchases - Professional Development, Fine Arts Clinicians, Special Education Evaluations & Special Education Related Services					
\$0.01 to \$ 10,000	1 written quote	Requesting campus/department*	Not Required	Not Required	Not Required
\$10,001 to \$19,999	3 written quotes	Requesting campus/department*	Not Required	Not Required	Not Required
\$20,000 to \$49,999	3 written quotes	Purchasing Department**	RFQ Required	Not Required	Not Required
> \$50,000	Formal solicitation	Purchasing Department**	RFP Required	Required	Required 2 consecutive weeks
Sole Source Purchase					
	1 written quote, Sole Source Affidavit Form***	Requesting campus/department	Not Required	Not Required if less than \$50,000	Not Required
RFP = Request for Proposals / RFQ = Request for Quote * It is the responsibility of the campus/department to provide the vendors solicited for quotes a written request for quote with a scope of work and/or specifications. ** It is the responsibility of the campus/department to provide scope of work and/or specifications information to the Purchasing Department for the creation of the request for quote or solicitation. *** Additional forms needed for Sole Source Purchase: PO Compliance Form for state/federal grants, pre-approval from TEA granting agency. Note: Additional rules apply to federal purchases over \$250,000. Exceptions: HEB/Walmart, Food, Fuel, Fresh Produce, Travel					

Accounts Payable Procedures

Accounts Payable Department

Department Staff

Daisy Cuevas

Accounts Payable Clerk

(956) 323-5517

Fax: (956) 323-5360

Email: ddcuev14@mcisd.org

Vendors: 1 - 4, A - L

Dolly Galvan

Accounts Payable Clerk

Office: (956) 323-5528

Fax: (956) 323-5360

Email: DGalvan1@mcisd.org

Vendors: Travel and Credit Cards

Bertha Ordonez

Accounts Payable Clerk

(956) 323-5518

Fax: (956) 323-5360

Email: BAOrdo89@mcisd.org

Vendors: M - Z

Munis Receiving Process

Using MCISD Employee Travel Credit Card

Mission CISD Employee Travel Cards are available for use by Mission CISD employees traveling on District business. The card may **only** be used for payment of airline tickets, a hotel stay, and hotel parking (if applicable).

If you have any additional questions, please contact the card program administrator:

Monday- Friday 8:00am - 5:00pm	After Hours 956-342-7078
Angela De la Cruz	956-323-5519
Odon Garcia	956-323-5638

General Procedures

The campus/department must adhere to the District's travel and purchasing procedures in order for a travel credit card to be issued.

Hotel Reservations:

Make the hotel reservation using a personal or district credit card.

If using a district credit card for reservations, then a hotel PO is required before a credit card can be checked out.

5 business days before scheduled travel is to take place, the hotel purchase order with all backup documentation and the PO for car rental (if applicable) is submitted to Accounts Payable Department for review and credit card assignment(s).

1 day prior to traveling, the employee checks out the assigned travel card(s) from Accounts Payable Department.

When checking into a hotel, the employee is responsible for providing the hotel with the Hotel Tax Exempt Form.

When checking out of hotel, the employee is responsible for:

- 1. Reviewing the hotel receipt, ensuring that the card charged is the Mission CISD employee travel card and not their personal credit card***
- 2. Ensuring that NO state taxes are charged***
- 3. Ensuring that NO incidentals (water, internet, room service, etc.) are charged***
- 4. Ensuring No unauthorized charges***
- 5. Upon return from trip, no later than the following business day, the credit card(s) are returned to the Accounts Payable Department.***

6. Hotel, Meals and Car Rental receipts must be submitted to Campus/Department secretary/clerk upon return from trip, no later than the following business day.
7. The Receiving Report, receipts and reimbursement form must be submitted within ten(10) business days upon return from trip.

Limitations and Restrictions:

A credit limit is assigned based on the dollar amount of the purchase order for the hotel.

Any state taxes or incidental expenses charged to the hotel room are the sole responsibility of the employee and should not be paid with the employee travel card.

Payment rejection:

If your card is refused at a merchant where you believe it should have been accepted, you should call the Program Administrator to determine the reason for the decline. The Program Administrator is empowered to modify the restrictions on your use of the card.

Lost or Stolen Cards:

You are responsible for the security of your card.

If you believe you have lost your card or that it has been stolen, immediately inform your Program Administrator.

Monday- Friday 8:00am - 5:00pm After Hours 956-342-7078

Angela De la Cruz 956-323-5519

Odon Garcia 956-323-5638

It is extremely important to act promptly in the event of a lost or stolen card to avoid company liability for fraudulent transactions.

**Any unauthorized charges made by the employee
will be payroll deducted.**

Accounts Payable Department

Using MCISD Student Travel Credit Card

Mission CISD Student Travel Cards are available for use by Mission CISD employees traveling with MCISD students.

If you have any additional questions, please contact the card program administrator:

Monday- Friday 8:00am - 5:00pm After Hours 956-342-7078

Angela De la Cruz 956-323-5519

Odon Garcia 956-323-5638

General Procedures

The campus/department must adhere to the District's student travel and purchasing procedures in order for a student travel card to be issued.

5 business days before scheduled travel is to take place, the purchase orders for hotel, meals, and vehicle rental (if applicable) with all backup documentation is submitted to the Accounts Payable Department for review and credit card assignment(s).

1 day prior to traveling, the employee checks out the assigned travel card(s) from Accounts Payable Department.

When checking into a hotel, the employee is responsible for providing the hotel with the Hotel Tax Exempt Form.

When checking out of hotel, the employee is responsible for:

- 1. reviewing the hotel receipt***
- 2. Ensuring that the card charged is the Mission CISD student travel card and not their personal credit card***
- 3. Ensuring that NO state taxes are charged***
- 4. Ensuring that NO personal incidentals (water, internet, room service, etc.) are charged***
- 5. Ensuring that NO unauthorized charges***

When purchasing meals, the employee is responsible for providing the establishment with the Texas Sales and Use Tax Exemption Form. Any taxes for meals are the sole responsibility of the employee.

Upon arrival from trip, no later than the following business day, the credit card(s) are returned to Accounts Payable Department along with the signed hotel and meal receipts

Accounts Payable Department

********Meal receipts need to be allocated among the different account numbers. For example, employee meals are charged to object code 6411 and student meals are charged to object code 6412. Before submitting the receipts to Accounts Payable Department, the total amount for student meals and the total amount for employee meals needs to be documented on each receipt.***

Limitations and Restrictions:

A credit limit based on the dollar amount of the purchase orders submitted.

Any state taxes or incidental expenses charged to the hotel room are the sole responsibility of the employee and should not be paid with the employee travel card.

Payment rejection:

If your card is refused at a merchant where you believe it should have been accepted, you should call the Program Administrator to determine the reason for the decline. The Program Administrator is empowered to modify the restrictions on your use of the card.

Lost or Stolen Cards:

You are responsible for the security of your card and any purchases made on your account.

If you believe you have lost your card or that it has been stolen, immediately inform your Program Administrator.

Monday- Friday 8:00am - 5:00pm After Hours 956-342-7078

Angela De la Cruz 956-323-5519

Odon Garcia 956-323-5638

It is extremely important to act promptly in the event of a lost or stolen card to avoid company liability for fraudulent transactions.

Any unauthorized charges made by the employee will be payroll deducted.

Accounts Payable Department

Using MCISD Credit Cards for SuQQLies/Materials

Online Purchases

All purchasing procedures must be followed. Purchasing Department must be notified concerning the credit card payment method so that the PO is not faxed to the vendor. **"CREDIT CARD PURCHASE"** must be designated in the body of the PO. The PO is delivered to the campus/department via intra district mail.

The campus/department secures the authorized signature(s). The signed PO is brought to Accounts Payable. A district credit card is requested and assigned to allow for the purchase to be made online. The employee may use the designated computer area in the Finance Department to make the online purchase. The purchase is made and quantities documented on the PO. A receipt must also be printed. The PO, receipt, and credit card is submitted to Accounts Payable.

Local Vendor Purchases

The same procedures are followed as with online purchases except for the fact that the employee checking out the credit card physically goes to make the purchase from a local vendor.

Any unauthorized charges made by the employee will be payroll deducted.

Payment rejection:

If your card is refused at a merchant where you believe it should have been accepted, you should call the Program Administrator to determine the reason for the decline. The Program Administrator is empowered to modify the restrictions on your use of the card.

Lost or Stolen Cards:

You are responsible for the security of your card.

If you believe you have lost your card or that it has been stolen, immediately inform your Program Administrator.

Monday- Friday 8:00am - 5:00pm	After Hours 956-342-7078
Angela De la Cruz	956-323-5519
Odon Garcia	956-323-5638

It is extremely important to act promptly in the event of a lost or stolen card to avoid company liability for fraudulent transactions.

Individual Assigned Credit Cards

Individual credit cards may be assigned and distributed to Principals, administrators, and other employees as deemed necessary by the Director for Finance. These cards have a minimal credit limit and will only be activated after following proper credit card purchasing procedures.

Any unauthorized charges made by the employee will be payroll deducted.

Purchasing Department must be notified concerning the credit card payment method so that the PO is not faxed to the vendor. **"CREDIT CARD PURCHASE"** must be designated in the body of the PO. The PO is delivered to the campus/department via intra district mail.

The campus/department secures the authorized signature(s) and notifies the Travel Clerk (Daisy Cuevas) of the pending purchase and PO number. A credit limit is assigned to allow for the purchase to be made. The purchase is made and the quantities are documented on the PO. The PO and receipt(s) are submitted to Accounts Payable for processing.

Accounts Payable notifies the Credit Card Program Administrator of the completed transaction and the credit limit is reduced.

The employee retains his/her assigned credit card.

Payment rejection:

If your card is refused at a merchant where you believe it should have been accepted, call the Program Administrator to determine the reason for the decline. The Program Administrator is empowered to modify the restrictions on your use of the card.

Lost or Stolen Cards

You are responsible for the security of your card.

If you believe you have lost your card or that it has been stolen, immediately inform your Program Administrator.

Monday - Friday 8:00am - 5:00pm After Hours 956-342-7078

Angela De la Cruz 956-323-5519

Odon Garcia 956-323-5638

It is extremely important to act promptly in the event of a lost or stolen card to avoid company liability for fraudulent transactions.

Accounts Payable Department

GAS CARD PROCEDURES

General Procedures

1 day prior to traveling, the employee checks out a fuel card(s) from Accounts Payable Department. This is done at the same time that the employee/student travel card is checked out. (See USING MCISD EMPLOYEE TRAVEL CARD section OR USING MCISD, STUDENT TRAVEL CARD section)

Upon arrival from trip, no later than the following business day, the credit card(s) are returned to Accounts Payable Department along with itemized fuel receipts. The fuel receipts are taped on the Gas Card Form in chronological order by date and time. See travel procedures for fuel receipt requirements.

Reminders:

Always pump regular unleaded gasoline .

Always check the gasoline level in the rental vehicle prior to departure from the rental agency.

Receipts not meeting the gas checkout procedures will be payroll deducted and/or will not be reimbursed.

Lost or Stolen Cards:

You are responsible for the security of your card.

Lost or Stolen gas cards should be reported immediately to Liza Villarreal (956) 323-5515.

Accounts Payable Department

HEB/ WALMART CREDIT CARD PROCEDURES

Campus/department must follow Purchasing Department procedures.
Each campus and Central Office is assigned a VISA credit card for HEB/ Walmart purchases. A campus employee is designated to keep a credit card log for all purchases on this VISA card.

Making the purchase

Secretary signs out the VISA credit card to the employee
Employee pays the purchase with the VISA credit card and secures, reviews, and signs the receipt. Thereafter, follow the Receiving Report Procedures.

Any unauthorized charges made by the employee will be payroll deducted.

Receiving report procedures must be followed

Lost or Stolen Cards:

You are responsible for the security of your card.

If you believe you have lost your card or that it has been stolen, immediately inform your Program Administrator.

Monday - Friday 8:00am - 5:00pm After Hours 956-342-7078

Angela De la Cruz 956-323-5519

Odon Garcia 956-323-5638

It is extremely important to act promptly in the event of a lost or stolen card to avoid company liability for fraudulent transactions.

Accounts Payable Department

FedEx Procedures

Campus/Department:

Each campus/department is to request FedEx services online at www.fedex.com/us/. The District has one account number for this service but can have several logins. If your campus/department does not have a FedEx account already, create your account online by going to www.fedex.com/us/:

1. Click on Register Now
2. Use my account online
3. Complete information (1-Enter registration information)
 - a. Name and e-mail of sender is required
 - b. On Address 1 place your Campus/Department name
 - c. On Address 2 place Central Office mailing address: 1201 Bryce Drive
 - d. City: Mission
 - e. Zip: 78572
 - f. Phone no.: Campus/Departments phone number
 - g. Then create your user ID and password
 - h. Use my account online should be bubbled in
4. Enter Account information (2)
 - a. Enter Districts account number: 120597523
 - b. Continue
5. Registration Confirmation (3)
 - a. Verifies account information

If your campus/department has login already:

1. Enter login information
2. Fill Shipment Information
3. Edit Pick-up/Drop-off - select Central Office for pickup if you want FedEx to pick up your package. FedEx will not pick anywhere else.
4. Edit Email Notification and check mark all notification types for the sender email.
5. Complete Shipment
6. Print 3 copies of label - shipment label, Campus/Dept. copy, and AP copy,

Items to submit to Finance Department

1. Fed Ex shipping label (must contain the tracking number)
 - a. Account number to charge written on label
 - b. Authorized signature on label
2. Immediately upon sending package, the label must be sent via e-mail to Liza Villarreal (lvillare@mcisd.org) for processing.

Enter your ID or email address

Enter account information

Welcome Iris Luna your fedex.com user ID is IrisLuna.

Please complete the following information to access your FedEx account on fedex.com.

Denotes required field

Account Information

Link the Following Account

Enter account number
1120597523

Do you want to create a nickname for this account?

Account nickname

Billing Address

To authorize this existing FedEx account number, please confirm the billing address associated with this account number.

First name
Iris
Initial

Last name
Luna

Address 1
Finonee Department

Address 2
1201 Bryce Drive

City
Houston

State/province
Texas (TX)

ZIP/postal code
78541

Country
U.S.A.



Ship

Track

Manage -

Learn -

• FedEX Office (

fedex.com Login Registration

1 Contact Info @ Account Info O Confirmation

Your Registration is Complete! Thank you for registering an account with FedEx Ship Manager on fedex.com.

User ID
IrisLuna

Account Number
120597523

n e: t tm r&n:;!u:;J:w

|| Start Using

FedEx Ship Manager

011

Finance Department
1201 Bryce Drive
Mission, TX 78572
us

Need to administer shippers in your company? [Register](#) | [Learn more](#)

Sign up for FedEx InSight® to monitor all your shipping and receiving activity

For Your Reference

You can access and update your profile information at any time by clicking on **MY Profile** on the site at any time.

[illegible]

Accounts Payable Department

REVTRAK AND MCISD WEBSTORE

A detailed procedures manual on how to use the Revtrak System is available online and can be accessed at the time of setup. The link to the Revtrak System is <https://mcisd.revtrak.net/Portal/Home>

Accounts Payable Forms



Visa Card _____ ## _____

Visa Card _____ ## _____

Visa Card _____ ## _____

BBVA Compass Purchasing Card Program CARDHOLDER AGREEMENT

_____, agree to the following regarding my use of the BBVA Compass Visa Purchasing Card.

1. I understand that I am being entrusted with a corporate credit card (the "BBVA Compass Purchasing Card"), and that, each time I use the BBVA Compass Purchasing Card, I will be making financial commitments on behalf of Mission CISD.
2. I will not allow others to use my BBVA Compass Purchasing Card and will ensure that my BBVA Compass Purchasing Card is kept secure at all times. If my BBVA Compass Purchasing Card is lost or stolen, I understand that it is my responsibility to notify Mission CISD Finance by calling 956-323-5515 or 956-342-7078 (after hours only).
3. I agree that the BBVA Compass Purchasing Card may only be used for authorized business expenses via a purchase order.
4. I understand that the District is exempt from the State of Texas sales taxes and should not be charged on the BBVA Compass Purchasing Card.
5. I understand that under no circumstances will I use the BBVA Compass Purchasing Card to make personal purchases, either for myself or for others.
6. I will obtain a receipt, which details the items purchased and reflects the total amount paid to the vendor.
7. I will use the BBVA Compass Purchasing Card in accordance with this agreement and in accordance with BBVA Compass and Mission CISD processes and procedures. I will submit all receipts to Accounts Payable within **(S)** working days of transaction. Failure to do so may result in revocation of my BBVA Compass Purchasing Card use privileges.
8. I am aware of my BBVA Compass Purchasing Card credit limits and will abide by those limits.
9. I understand and agree that failure to adhere to the terms of this Agreement or use of the BBVA Compass Purchasing Card for personal use or gain will be treated as a serious violation of District Policy and will result in payroll deduction and disciplinary action up to and including termination of employment.

Employee Name (Print)

Campus / Department

Employee Name (Signature & Date)

WEB TRAVEL ID# _____ CAMPUS/DEPT _____ GAS CARD # _____ VISA CARD# _____

CREDIT CARD CHECK-OUT FORM & EMPLOYEE RESPONSIBILITIES

Gas Card

1. Gas Card is available for travel outside of the valley.
2. A copy of the approved web travel is to be attached to this form.
3. Gas card is to be used to fill tank to travel "to" and "from" conference location. Excessive usage of card will have to be explained by employee responsible for the card.
4. Gas card **must be returned** upon arrival with gas receipts related to travel.
 - a. **Itemized fuel receipts need to be submitted when returning gas card.** Itemized receipt details number of gallons pumped, fuel type, price per gallon, etc.
 - b. Pre-paid cards are **not allowed** as they do not provide detailed information of purchase.
 - c. Employees making purchases of pre-paid cards will be personally liable for such purchases.
 - d. Only unleaded fuel is to be pumped. Any exception to unleaded fuel will become the personal liability of employee responsible for the card.
5. Lost gas receipts are the personal liability of employee responsible for the card.
6. Verify vehicle rental fuel tank is full before leaving rental company parking lot. Before returning vehicle make sure the fuel tank is full. **The district will not pay Enterprise for fuel charges.**

VISA Card

7. When checking out of hotel, the employee is responsible for reviewing the hotel receipt, ensuring that the card charged is the Mission CISD employee travel card and not their personal credit card.
8. Any state taxes or unauthorized charges are the sole responsibility of the employee and **should not** be paid with the employee travel card.
9. Upon arrival from trip, **no later than the following day**, the travel card is returned to the Finance Department along with the signed hotel receipt.

Airline Tickets/Registration Fees

10. . The employee is responsible for reimbursing the District for any flight fees and registration cancellations. A signed payroll deduction form is required prior to buying tickets and any event registrations.

If these procedures are not followed, the District will be reimbursed via Payroll Deductions applied to the employee responsible for the gas card, VISA card, or airline ticket.

I, _____ understand the procedures above and I authorize
Employee Name Employee ID #

Payroll Department to deduct amounts for non-compliance with the Gas Card/VISA Card/Airline Tickets procedures as outlined above.

Employee Signature

Date

DEDUCTION APPROVED BY _____
Asst. Supt. Finance

Revised 5/10/2016
Finance

74-6001742

Texas Hotel Occupancy Tax Exemption Certificate

Provide completed certificate to hotel to claim exemption from hotel tax. Hotel operators should request a photo ID, business card or other document to verify a guest's affiliation with the exempt entity. Employees of exempt entities traveling on official business can pay in any manner. For non-employees to be exempt, the exempt entity must provide a completed certificate and pay the hotel with its funds (e.g., exempt entity check, credit card or direct billing). This certificate does not need a number to be valid.

Name of exempt entity Mission Consolidated Independent School District	Exempt entity status (Religious, charitable, educational, governmental) Educational
Address of exempt organization (Street and number) 1201 Bryce Drive	
City, State, ZIP code Mission, TX 78572	

Guest certification: I declare that I am an occupant of this hotel on official business sanctioned by the exempt organization named above and that all information shown on this document is true and correct. I further understand that it is a criminal offense to issue an exemption certificate to a hotel that I know will be used in a manner that does not qualify for the exemptions found in the hotel occupancy tax and other laws. The offense may range from a Class C misdemeanor to a felony of the second degree.

Guest name (Type or print)	Hotel name
Guest signature 	Date

Exemption claimed

Check the box for the exemption claimed. See Rule 3.161: Definitions, Exemptions, and Exemption Certificate.

- ☒ **United States Federal Agencies or Foreign Diplomats.** Details of this exemption category are on back of form. This category is exempt from state and local hotel tax.
- ☐ **Texas State Government Officials and Employees.** (An individual must present a Hotel Tax Exemption Photo ID Card). Details of this exemption category are on back of form. This limited category is exempt from state and local hotel tax. Note: State agencies and city, county or other local government entities and officials or employees are not exempt from state or local hotel tax, even when traveling on official business.
- ☐ **Charitable Entities.** (Comptroller-issued letter of exemption required.) Details of this exemption category are on back of form. This category is exempt from state hotel tax, but not local hotel tax.
- ☐ **liZf' Educational Entities.** Details of this exemption category are on back of form. This category is exempt from state hotel tax, but not local hotel tax.
- ☐ **Religious Entities.** (Comptroller-issued letter of exemption required.) Details of this exemption category are on back of form. This category is exempt from state hotel tax, but not local hotel tax.
- ☐ **Exempt by Other Federal or State Law.** Details of this exemption category are on back of form. This category is exempt from state and local hotel tax.

Permanent Resident Exemption (30 consecutive days): An exemption certificate is not required for the permanent resident exemption. A permanent resident is exempt the day the guest has given written notice or reserves a room for at least 30 consecutive days and the guest stays for 30 consecutive days, beginning on the reservation date. Otherwise, a permanent resident is exempt on the 31st consecutive day of the stay and is not entitled to a tax refund on the first 30 days. Any interruption in the resident's right to occupy a room voids the exemption. A permanent resident is exempt from state and local hotel tax.

Hotels should keep all records, including completed exemption certificates, for four years.

Do NOT send this form to the Comptroller of Public Accounts.

TEXAS SALES AND USE TAX EXEMPTION CERTIFICATION

Name of purchaser, firm or agency		
Mission Consolidated Independent School District	TIN: 74-600-1742	Tax Exempt: 3-00039-2516-8
Address (Street & number, P.O. Box or Route number)		Phone (Area code and number)
1201 Bryce Dr		956-323-5515
City, State, ZIP code		
Mission, TX 78572		

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller:		
Street address:	City, State, ZIP code:	
Description of items to be purchased or on the attached order or invoice:		

Instructional Materials, Supplies, Meals, and Food items

Purchaser claims this exemption for the following reason:

Public School District

I understand that I will be liable for payment of sales or use taxes which may become due for failure to comply with the provisions of the Tax Code: Limited Sales, Excise, and Use Tax Act; Municipal Sales and Use Tax Act; Sales and Use Taxes for Special Purpose Taxing Authorities; County Sales and Use Tax Act; County Health Services Sales and Use Tax; The Texas Health and Safety Code; Special Provisions Relating to Hospital Districts, Emergency Services Districts, and Emergency Services Districts in counties with a population of 125,000 or less.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate and, depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

 Purchaser	Title	Date
--	-------	------

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.
THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.
Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier. Do not send the completed certificate to the Comptroller of Public Accounts.

TEXAS SALES AND USE TAX RESALE CERTIFICATE

Name of purchaser, firm or agency as shown on permit	Phone (Area code and number)
Address (Street & number, P.O. Box or Route number)	
City, State, ZIP code	
Texas Sales and Use Tax Permit Number (must contain 11 digits)	
Out-of-state retailer's registration number or Federal Taxpayers Registry (RFC) number for retailers based in Mexico	
(Retailers based in Mexico must also provide a copy of their Mexico registration form to the seller.)	

I, the purchaser named above, claim the right to make a non-taxable purchase (for resale of the taxable items described below or on the attached order or invoice) from:

Seller:

Street address:

City, State, ZIP code:

Description of items to be purchased on the attached order or invoice:

Description of the type of business activity generally engaged in or type of items normally sold by the purchaser:

The taxable items described above, or on the attached order or invoice, will be resold, rented or leased by me within the geographical limits of the United States of America, its territories and possessions or within the geographical limits of the United Mexican States, in their present form or attached to other taxable items to be sold.

I understand that if I make any use of the items other than retention, demonstration or display while holding them for sale, lease or rental, I must pay sales tax on the items at the time of use based upon either the purchase price or the fair market rental value for the period of time used.

I understand that it is a criminal offense to give a resale certificate to the seller for taxable items that I know, at the time of purchase, are purchased for use rather than for the purpose of resale, lease or rental, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

 Purchaser	Title	Date
---	-------	------



aso-

**ACCOUNTS PAYABLE DEPARTMENT
VENDOR DIRECT DEPOSIT AUTHORIZATION****INSTRUCTIONS**

- Use only BLUE or BLACK ink.
- Check all appropriate box(es).
- Alterations must be initialed.

Vendor# _____

TRANSACTION TYPE

MCISD B VI	☐ New setup (Sections 2, 3 & 4)	☐ change account number (Sections 2, 3 & 4)
	☐ Cancellation (Sections 2 & 3)	☐ change account type (Sections 2, 3 & 4)
	☐ change financial institution (Sections 2, 3 & 4)	

PAYEE IDENTIFICATION

MCISD B VI	1. Social Security number or MCISD ID Number			
	2. Name			
	Telephone number			
	4. Address			
	I.S.	Cyit	, 6. State	, 7. ZIPcode
	8. e-mail address			

AUTHORIZATION FOR SETUP, CHANGES OR CANCELLATION

MCISD B VI	9. I authorize MCISD to deposit my payments or reimbursements to my financial institution electronically. I further understand that MCISD will reverse any payments made to my account in error.		
	I also agree to comply with the National Automated Clearing House Association's rules and MCISD'S rules for electronic payments at all times.		
	10. Authorized signature	11. Printed Name	12. Date

FINANCIAL INSTITUTION - Attach Voided Check (optional)

MCISD B VI	13. Financial institution name		14. City	15. State
	16. Routing transit number		17. Customer account number (Dashes required)	18. Type of Account
				Checking Savings

CANCELLATION BY MCISD

19. Reason	20. Date
------------	----------

For additional information or assistance, please contact the Finance Department at 956-323-5515.

It is the employee's responsibility to submit direct deposit changes to the Accounts Payable Department.

GAS CARD FORM

NAME _____

VALERO# _____

CAMPUS _____

TRAVEL# _____

- 1. Sign and tape all receipts below in chronological order by date and time.
 - 2. Maximum of 3 receipts per page vertically. Do not use back of page.
 - 3. Attach a copy of the approved web travel.
 - 4. Make a copy of this completed form and turn in both original and copy for legibility purposes.
-

Student Travel Signed List

Student Signature

1

2

3

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Student Signature

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Em p loyee Sign ature

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Em p loyee Signature

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11

12

Conference Title: _____

Departure Date: _____ Return Date: _____

[illegible]

<u>Mileage Reimbursement</u>	
<u># of Miles Traveled</u>	<u>Reimbursement Rate</u>
_____	x _____

Notes	

!Total Employee Reimbursement

!

I acknowledge that I have incurred these travel expenses and that my reimbursement request is for actual amounts spent up to the maximum allowable. If necessary, accounts payable is authorized to make adjustments to comply with District policy and procedures.

Signature of Traveler:_____ **Date:** _____

* Refer to lite rtpproved travel request for maximum daily meal amo1111t witicit are 110I fixed but only a suggested guide for lite day. Tite maximum daily rate/or lite /st am/ last day meal reimbursements are rtl 75% of tite \$40 daily meal rate (or \$30). For meals provided by lite conference, meeting spo11sors a11dlor hotel" 25% (\$/ 0) red11ctio11 of the \$40 daily rate is to be applied for each meal provided.

MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
IN-DISTRICT MILEAGE REIMBURSEMENT
AND AUTHORIZATION FORM

FISCAL YEAR: _____

DATE _____

NAME _____

TITLE _____

DEPARTMENT _____

HOME CAMPUS/
DEPARTMENT _____

ACCOUNT TO CHARGE* _____

*If using State/Federal accounts, approval from the Executive Director of State and Federal Programs is required.

I have read and understand the employee mileage reimbursement procedures. I have attached current proof of insurance and will, upon expiration of coverage period, submit proof of insurance renewal. I certify that the above mentioned home campus/department is correct and will be used to determine mileage calculation.

Signature (Requester)

Date

Campus Principal/Department Supervisor

Date

Executive Director of State and Federal Programs

Date

FINANCE DEPARTMENT USE ONLY

Approved by _____

Date _____

Funds availability _____

-CISD-

PAYROLL DEDUCTION FORM

NAME **Full S.S.# or Employee Id#**

----- authorize the Payroll Department to
Campus/Department

deduct \$ _____ for -----

(Example: hotel, conference or other).

DATE **SIGNATURE**

FINANCE USE ONLY

PO#: _ _ _ _ _ Travel ID #:

Amount: \$ _____
Verified by _____ Date _____

FD FC OBJ SO ORG PIC YR (ACCOUNT NUMBER)

Date Received at Payroll

Code#: _____ Amount: \$ _ _ _ _ _ Date Docked:



VISA CARD VOUCHER



Date: _____ Amount \$ _ _ _ _ _

Purpose: _____

Campus/Dept: _____

Account: _____

Name _____

Signature _____

* Sales tax will not be reimbursed to employee making purchase

ATTACH SIGNED SALES RECEIPT
HERE

FOR OFFICE ONLY		
Visa 7585 Limit	Actual Receipts	Difference to be closed
\$	\$	\$

Finance Department Verification _____

MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT INDEPENDENT CONTRACTOR SERVICES

This proposal is submitted to Mission Consolidated Independent School District, referred to herein as "District", by individual named below and referred to herein as "Contractor". The Contractor proposes to be bound by the obligation(s), performance and accomplishment(s) of the tasks hereinafter described as "Services".

NATURE OF SERVICES :

___ Contractor shall provide professional services as per Tx Gov Code 2254 Sub A

___ Contractor shall provide consulting services as per Tx Gov Code 2254 Sub B

___ Contractor shall provide miscellaneous contracted services.

DESCRIPTION OF SERVICES: The Contractor shall furnish to the District the following services:

AUDIENCE: **Students** **Staff** **Other** _____

SERVICE DATE(S) and TIME:

COMPENSATION: The total proposed fee\$ _____ Monthly ___ Daily ___ Hourly ___

MATERIALS: Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided, except as follows:

INDEPENDENT CONTRACTOR : Contractor, in the performance of the Services, shall be and act as an independent contractor. Contractor understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled to. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees. In the performance of the Services herein contemplated, Contractor is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.

PERFORMANCE OF SERVICES: Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Contractor's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to Texas school districts.

The work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

Contractor certifies that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue , compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or

used in connection with this Agreement, shall be wholly original to Contractor and shall not be copied in whole or in part from any other source, except that submitted to Contractor by District as a basis for performing such Services.

Contractor understands that all matters produced under the Services shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

SUBMITTAL OF DOCUMENTS:

The Contractor shall not commence the Services until the Contractor has submitted and the District has approved the following documents required as indicated below:

Contractor Certification Form

Authorization for Criminal Record Search

Insurance Certificates and Endorsements

This proposal in all its particulars is subject to all Federal and Texas State laws, rules and regulations pertaining to the project, including but not limited to Titles VI and VII of the Civil Rights Act of 1964, as amended, and Title IX of the Education Amendments of 1972, as amended; and any recourse to judicial action shall be in the Courts of the State of Texas to the exclusion of all other courts.

Printed Contractor or Business Name: _____

S#

TIN#

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ **Ex** _____ **ai Em**

Contractor Signature: _____ Date: _____

Note: This proposal is not an obligation to the District until approved and accompanied by an official District Purchase Order. Purchase order must be referenced in all invoices. Contractor will be paid no later than 30 days after services are provided.

Campus / Department

Principal / Administrator Signature/ Date

Account No: _____

ADMINISTRATIVE USE ONLY

State & Federal Administrator	Date	☐	Approved	D	Denied
		☐	Approved	D	Denied
		☐	Approved	D	Denied
Elementary / Secondary Administrator	Date				
Asst. Supt. For Finance & Operations	Date				

MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT INDEPENDENT CONTRACTOR SERVICES

Guidelines for Independent Contractor Services

The District campus/department administrator that is procuring independent contractor services should first do the following:

1. **Complete Independent Contractor Checklist** - The purpose of this checklist is to assist in the determination of employee or independent contractor status. Federal and State law places the burden of proof on the employer to show that an independent contractor relationship exists.
2. **Review the Senate Bill 9 requirements regarding background checks for contractors with applicable student contact. (Contractor Certification, Authorization for Criminal Records Search)**
3. **Review the insurance requirements for the person or entity and revise the insurance provisions of the agreement accordingly.**
4. **Independent Contractor Services Form**
5. **Procurement of any independent contractor services is "Not" exempt from State of Texas purchasing laws and District Purchasing Policies.**

Guideline for completing the Independent Contractor Services Form

NATURE OF SERVICES - Determine if services are:

"Professional services" means services within the scope of the practice, as defined by state law, and in connection with the professional employment or practice of a person who is licensed or registered as:

- | | |
|-------------------------------------|--|
| a) Certified Public Accountant | f) Optometrist |
| b) Professional Architect | g) Professional Engineer |
| c) Professional Landscape Architect | h) State Certified or Licensed Real Estate |
| d) Land Surveyor | Appraiser |
| e) Physician, including Surgeon | i) Registered Nurse |

"Consulting service" means the service of studying or advising a state agency under a contract that does not involve the traditional relationship of employer and employee.

"Miscellaneous services" Any other services requested not included above. (Performances, Staff Development etc..)

**Mission Consolidated Independent School District
Purchase Order Compliance Form**

Requisition#

Campus/Departments must consider the following elements when planning to use Federal funds. Please check all that apply and provide additional explanation or documentation as necessary. Campus/Departments must fill out 1, 2 & 3.

Check one box for sections 1, 2, & 3:

1. **REASONABLE:** *a cost is reasonable if some business practices 111erefol/0111ed am/ price is comparable to CU/Tent market price.*

- ☐ All procurement procedures were followed for purchases of \$50,000 and more (see Federal Grant Policies and Procedures Manual)
- ☐ Prices were obtained from adequate number of quotes (required if unit cost between \$3,000.00 - \$49,999.99 for goods/services (see quotes section below)
- ☐ Purchase is less than \$3,000.00

How is it reasonable?

2. **NECESSARY:** *a cost is necessary if needed to achieve an important program objective (not considered "nice to have").*

- ☐ The cost is needed for the proper and efficient performance of the Federal grant or contract (items cannot be purchased toward end of grant period since the program did not receive benefit of the purchase)
- ☐ The cost is identified in the approved budget, application or contract (required if requires specific approval)
- ☐ The cost aligns with the identified needs based on results and findings from a formal needs assessment.

How is it necessary?

3. **BENEFIT:** *a cost is necessary if order needed in the grants' final 90 days to achieve an important program objective.*

- ☐ The cost is needed for the proper and efficient performance of the Federal grant or contract.
- ☐ The cost is identified in the approved budget, application or contract (**required if requires specific approval**)
- ☐ The cost aligns with the identified needs based on results and findings from a formal needs assessment.
- ☐ Does not apply

State and Federal Programs will complete 4&5.

4. **ALLOWABLE:** *a cost must be allowable under the Federal cost principles in 2 CFR Part 200 (EDGAR), Subpart Emu/ wu/er the terms and conditions of the Federal grant awarded AND must be reasonable, necessary and allocable. Cost is allowable in accordance with the Federal grant manual (brought in the approved grant application/contract).*

- ☐ Cost is not being used to meet cost sharing or matching requirements of another Federal grant.
- ☐ Cost is consistent with policies and procedures that apply uniformly to all funds (**not treated differently**).
- ☐ Costs are adequately documented

How is it allowable?

5. **ALLOCABLE:** *a cost is allocable to the Federal award if the goods or services involved are chargeable as assignable to the award in accordance with the relative benefits received.*

- ☐ The charge to the program is in proportion to the value received by that program

How is it allocable?

Signature of Principal/Dept. Administrator _____ Date: _____

Executive Director for State and Federal Programs _____ Date: _____

M

050-

Revised: 06/21/2016



Federal Programs Department
Professional Learning Statement
CAMPUS/DEPARTMENT

Instructions: Use this form to request supplemental professional learning using Title I and Title II, Part A funds. This form must be completed and submitted to State and Federal Department for approval prior to beginning the requisition process.

Campus/Dept: _____ Phone #: _____ Date form initiated: _____

Prepared By: _____ Title: _____ Email: _____

Part 1: Professional Learning Justification				
1. Is this professional learning aligned to the Comprehensive Needs Assessment? ☐ Yes ☐ No				
2. Is this form submitted to Mission CISD Federal Programs Department prior to beginning the requisition process? ☐				
3. If yes, state specific need: _____				
Yes ☐ No ☐				
If no, state reason: _____				
Part 2: Professional Learning Information				
1. Title of Professional Learning: _____				
2. Location of Professional Learning: _____				
3. Date(s) of Professional Learning: _____ Registration Deadline: _____				
4. Do the dates coincide with required teacher staff development or in-service days? ☐ Yes ☐ No				
5. Identify the subject(s) this Professional Learning will impact: ☐ Economics ☐ History ☐ Arts ☐ Government ☐ Foreign Language ☐ Other: _____				
6. What are the costs associated with this Professional Learning? ☐ Reading/ELA ☐ Math ☐ Science ☐ Social Studies ☐ Geography				
☐ Registration Fee ☐ Additional Materials				
Registration Cost per attendee \$ _____ Additional Material Cost per attendee \$ _____				
Part 3: Purpose of this Professional Learning				
1. List the State/National standards the session will address: _____				
2. List examples of how this professional learning will improve and increase teacher's knowledge of core content area(s): a. _____ b. _____ c. _____				
3. Will this professional learning improve student achievement in core content area(s)? ☐ Yes ☐ No If yes, list examples how this professional learning will help students meet challenging State academic standards in core content area(s): a. _____ b. _____ c. _____				
4. The following data sources will be used to show evidence of student achievement: (check all that apply)				
☐ Benchmarks	☐ OPBMA	☐ PETIM	☐ Formative Assessments	☐ OEOC
☐ OSTAA	☐ SAT/AC T Scores	☐ Tests	☐ Summative Assessment	☐ Grades 3,5,8 and Exit level Retest Data
State Accountability Reports Other: _____				
5. Have the strategies and information in this professional learning been proven to be effective and is there scientifically-based research to support the effectiveness of this professional learning? ☐ Yes ☐ No If yes, provide reference of the research and what the research says about this professional learning. a. Reference of research: <i>For example: Arnold (2012). Successful Reading Skills, Jossey-Bass, San Francisco, CA</i> b. Statement of research: _____				
Part 4: Employee information attending this Professional Learning				
How many participants will be attending? _____ List employee information below and attach another sheet if more spaces are needed				
	Employee Name	Employee Position	Grade Level	Subject
1.				
2.				
3.				
4.				
5.				
6.				
7.				



OSD-

Federal Programs Department
Professional Learning Statement
CAM PUS/DEPARTMENT

8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

Preparer Signature: _ _ _ _ _ Date: _ _ _ _ _

Principal/Director: _ _ _ _ _ Date: _ _ _ _ _

Federal Programs Department:

Reviewed By: _ _ _ _ _ Date: _ _ _ _ _

Approved By: _ _ _ _ _ Date: _ _ _ _ _

Semi-Annual Certification



Students First • Innovation • Collaborative Ownership • Diversity • Continuous Learning

Name:	ID#
Job Title:	Location:
Funding Source:	
Last Day of Work:	Reason:
Forwarding address:	Voluntary: Retirement D Resignation D
	Other ☐
	Involuntary: ☐

I do certify and attest that for the period beginning _____ (first day worked under current contract/agreement) and ending on _____, last day of employment under current contract), that I worked one hundred percent of my time and effort exclusively with the District's Grant programs.

TITLE I, PART A
 TITLE I, PART C MIGRANT
 TITLE II (CLASSROOM REDUCTION)
 TITLE III, PART A LEP
 TITLE I, PART C CARL D PERKINS CAREER AND TECHNICAL EDUCATION ACT
 SPECIAL EDUCATION

Signature of Supervisor:

Date:

Employee Signature:

Date:

Please submit form to State and Federal Programs Dept., Human Resource, keep a copy for your records, and provide a copy to the separating employee.

Our Vision: Mission CISD will prepare and inspire all students to be equipped to excel in the college and career of their choice, dominate 21st century skills in leadership knowledge, language, and technology to compete in a global economy and serve as successful citizens in their community.

Declaración de la Vision: Mission CISD preparara e inspirara a todos los estudiantes a estar preparados para sobresalir en la universidad y la carrera de su elección, dominar habilidades (el siglo 21 en liderazgo, conocimiento, lenguaje y tecnología para competir en una economía global y servir como ciudadanos exitosos en su comunidad.

**MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
FIXED ASSETS GUIDELINES AND PROCEDURES
2015 -2016**

SUBJECT:	Fixed Assets Guidelines and Procedures
PROCEDURES NO.:	FA.1
OBJECTIVE:	The objective of this section is to establish guidelines and procedures for the operations of The Fixed Assets Department.
RESPONSIBILITY:	The Superintendent has designated the Asst. Superintendent for Finance and Operations as the coordinator of all actions necessary to ensure that schools and departments adhere to the established fixed assets guidelines and procedures.
ACCOUNTABILITY:	1. The Fixed Assets / Warehouse Coordinator is responsible for establishing an accountability system for the operation of Fixed Assets Department. 2. The Fixed Assets / Warehouse Coordinator is responsible for the accountability of fixed assets inventory stored in the district's warehouse. 3. Each school principal/ department head is responsible for the accountability of fixed assets inventory assigned to their school/ department. 4. Each school principal/ department head may assign a designee to oversee their fixed assets inventory; however, the principal/ department head remains accountable for all fixed assets inventory operation in their school/ department. 5. The Purchasing Coordinator shall ensure that purchase orders for fixed asset items state that they are to be delivered to the district's warehouse. Any exceptions shall be communicated to the Fixed Assets / Warehouse Coordinator.

6. If delivery of assets is to be made directly to a school or department, the Fixed Assets / Warehouse Coordinator shall ensure that those assets are processed properly at the designated location.

7. Each principal shall conduct scheduled inventory verifications of all fixed assets assigned to their school. **Inventory shall be done twice a year, at the beginning and ending of school year.**

8. Each department head shall conduct scheduled inventory verifications of all fixed assets assigned to their department yearly.

9. The Fixed Assets Department staff shall conduct periodic and random physical inventory of all fixed assets inventory.

10. The results of the inventory shall be submitted to the Asst. Superintendent for Finance and Operations, Director for Finance and Internal Auditor.

11. The Fixed Assets Department staff shall conduct an annual physical inventory of all fixed assets inventory in a schedule basis throughout the year.

12. Burglary/Nandalism/Loss reports shall be prepared for all fixed assets inventories determined to be missing during the course of the year and/or through the physical inventory.

13. The principal/ department head or administrator in charge of fixed assets shall contact the police department and fixed assets department for any burglary/vandalism or loss.

**STAFF
RESPONSIBILITIES:**

1. Keep a record of fixed asset inventory assigned to your room.

2. Make sure that the fixed asset inventory assigned to your room is not missing by conducting quarterly checks. These checks shall be done Oct, Jan, Mar and May of current school year.

3. Report any missing inventory **immediately** to your principal/ department head or administrator in charge of fixed assets and submit the Burglary/ Vandalism/ Loss Report to the Fixed Assets Department.

4. Verify the fixed asset inventory of your room at the beginning and ending of school year.

5. Request an updated inventory report from your principal/ department head or administrator in charge of fixed assets whenever fixed asset inventory is added to your room.

INVENTORY CHECKS:

1. The principal/ department head or administrator in charge of fixed assets shall schedule and make sure that random inventory is conducted.

2. The principal/ department head or administrator in charge of fixed assets shall ensure that the Equipment Checkout Form is used when temporarily issuing out equipment. Copy of this form will be needed during inventory.

3. Staff shall notify their principal/ department head or administrator in charge of fixed assets **immediately** when inventory is detected missing or lost.

4. After being notified of inventory missing or lost, the principal/ department head or administrator in charge of fixed assets shall **immediately** (same day) notify the Fixed Assets Department by submitting the Burglary/ Vandalism/ Loss Report.

INVENTORY PROTOCOL:

1. The Fixed Assets / Warehouse Coordinator shall send out an inventory schedule to each school/ department for the purpose of conducting a physical inventory.

2. The Fixed Assets/ Warehouse Coordinator may accept inventory schedule changes only if deadlines allow.

3. Prior to the fixed assets physical inventory, the fixed assets designee shall compile copies of all purchase orders for fixed assets inventory or capital outlay (acquisitions and leases) for the current year.

4. Prior to the fixed assets inventory, each school/ department administrator in charge of fixed assets shall make sure that an inventory of each room including storage rooms has been taken. Any differences between the inventory report and the physical count shall be resolved prior to the Fixed Assets Department (Fixed Assets' Subsidiary) count.

5. The Fixed Asset Department staff shall conduct a physical inventory of each room in a scheduled basis throughout the year.

6. The principal/ department head or administrator in charge of fixed assets shall be present during the inventory.

7. At the conclusion of the inventory, the principal/ department head or administrator in charge of fixed assets shall submit Burglary/Vandalism/Loss reports for all inventories not accounted for.

8. The principal/ department head or administrator in charge of fixed assets shall certify the accuracy of the inventory by affixing their signature and date on the inventory report.

9. The Fixed Assets / Warehouse Coordinator shall prepare a district- wide inventory report for submission to the Superintendent, Internal Auditor, Asst. Superintendent for Finance and Operations and Director for Finance.

RECEIVING:

1. District accountability for fixed assets inventory begins when purchase orders issued for capital outlay and inventory items are received.

2. All purchase orders issued for capital outlay and inventory items should be delivered to the district's warehouse.

3. The district's threshold for inventory asset is \$ 500.00 to \$ 4,999.99 and for capital outlay is \$ 5,000.00 and over.

4. The Fixed Assets Department shall tag all inventory assets and capital outlay, the only exception is non-tag assets, which will be given a non-tag asset number.

5. The Fixed Assets Department shall input the information into the district's assets management program. This information includes campus and room number for which the fixed assets inventory was intended.

6. If information is not available on the purchase order to determine which room the fixed assets inventory is assigned to, then prior to delivery, the fixed assets department will call the campus/department for the information needed.

DISTRIBUTION:

1. The Fixed Assets Department staff shall deliver fixed assets inventory or capital outlay items to the schools or departments.

2. The school or department shall receive the fixed assets inventory or capital outlay from the fixed assets Department and verifies against their copy of purchase order for accurateness.

3. The principal/ department head or designee shall assign the room or rooms for which the equipment is intended.

TRANSFERS AND DISPOSAL:

1. Within campus / department: Prior to the permanent transfer of fixed asset inventory from one room to another, the principal/ department head or administrator in charge of fixed assets must submit the Inventory Transfer/ Disposal form to the Fixed Assets Department. (The room numbers from and to must be reflected on the form.)

2. Outside campus / department: Prior to the permanent transfer of fixed asset inventory from one school/ department to another, the principal/ department head or administrator in charge of fixed assets must submit the Inventory Transfer/ Disposal form to the Fixed Assets Department. (The school/ department and room numbers from and to must be reflected on the form.)

The Fixed Assets Department will move all fixed asset inventory or make the necessary arrangements for their transfer.

SURPLUS INVENTORY:

1. Prior to the removal of fixed asset inventory the principal/ department head or administrator in charge of

fixed assets must submit the Inventory Transfer/ Disposal form to the Fixed Assets Department. (The form must be completely filled.) The Fixed Assets Department will remove the fixed asset inventory or make the necessary arrangements for its removal. These fixed asset inventories will be classified as surplus.

2. Any schools/ departments needing assets may make arrangements to examine inventory in storage. The Inventory Transfer/ Disposal Form must be used to request any inventory in storage.

3. A list of surplus assets stored at warehouse will be provided to campus/departments for review in case of any needs.

4. Periodically, obsolete surplus inventory will be disposed of by the online auction method, scrap material, recycling, donation to non-profit organizations or trash.

AUCTION PROCEDURES:

1. The Fixed Assets/ Warehouse Coordinator shall prepare the list of obsolete surplus inventory in storage to be auctioned. The list shall be submitted to the Assistant Superintendent for Finance and Operations to present for approval by the board of trustees.

2. The Fixed Assets / Warehouse Coordinator or designee shall upload the list to online auction to initiate auction.

3. Once auction has been closed the Fixed Assets / Warehouse Coordinator or designee initiate the process of awarding items to highest bidder.

4. The Fixed Assets / Warehouse Coordinator or designee shall coordinate with highest bidder for arrangements of pickup or shipping of sold items after payment has been performed.

5. The Fixed Assets Department staff shall verify funding source of the items sold for classification of revenue received.

6. The Fixed Assets / Warehouse Coordinator or designee shall notify Accounts Payable of amount needed to deposit from revenue received to appropriate accounts.

**INVENTORY
SECURITY:**

1. The district's fixed assets storage facilities shall be secure facilities. Daily traffic shall be limited to department personnel.
2. Schools and departments shall keep their fixed assets in a secure manner. All facilities shall be locked and alarm activated at the end of day.
3. Schools and departments having problems activating facilities' alarm system should notify fixed assets department for repairs to systems.
4. Accessibility to facilities after normal hours shall be determined by the school principal/ department head and restricted to authorized personnel.