

PART 4: STANDARD APPLICATION SYSTEM (SAS)

IMPORTANT



**We want you to be successful.
Please take one more look at your application!**

| | |
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| <i>Deadline</i> | Thursday, May 8, 2008, 5 PM CT |
| <i>Submission</i> | Complete applications must be received in TEA's Document Control Center on or before 5:00 PM (Central Time) on the deadline date indicated in the RFA. |
| <i>Application</i> | <ul style="list-style-type: none">• Each copy of application stapled in upper left corner.• No binding of application in a notebook or folder.• No cover sheet, table of contents, or divider pages.• Must address all statutory requirements.• Narrative Schedules: Must use required forms provided. No missing schedules. No font sizes smaller than 9 points, Arial or Verdana, front side only. No handwritten schedules; they must be typed. Must conform to specified format. Must not exceed specified page limitations. |
| <i>Number of Copies</i> | 3 complete copies must be received in TEA by 5:00 PM (Central Time) on the deadline date. |
| <i>Signature</i> | Schedule #1—At least 3 of the 4 copies of the application must have an original signature of the person authorized to bind the applicant in a contract. |
| <i>Provisions & Assurances (Schedules 6A-6F)</i> | Read these carefully and include in all pages of each copy of the application. |
| <i>Contact Person</i> | If you have any questions, please contact: Vicki Logan Grant Manager Discretionary Grants Texas Education Agency 1701 N. Congress Ave. Austin, TX 78701-1494 (512) 475-4468 Vicki.logan@tea.state.tx.us |

| | | | |
|--|---|------------------------------------|------------------------------------|
| For TEA Use Only Adjustments and/or annotations made on this have been confirmed with by telephone/FAX on _____ of TEA. | TEXAS EDUCATION AGENCY Standard Application System (SAS) School Year 2008-2009 through 2009-2010 | Northside ISD Organization Name | 015-915 County District No. |
| | | Neff MS Campus Name | 74-601590420 9-Digit Vendor ID# |
| | | Region 20 ESC Region | |
| | | NOGA ID No. (Assigned by TEA) | |

Texas Educator Excellence Grant, Cycle 3
Schedule #1 – General Information

Use of the Standard Application System: This system provides a series of standard schedules to be used as formats by applicants who apply for funds administered by the Texas Education Agency. If additional clarification is needed, please call 512-463-9181.

Program Authority: House Bill 1, General Appropriations Act, Article III, Rider 72, 80th Texas Legislature, 2007

Project Beginning Date: 10/01/2008

Project Ending Date: 02/28/2010

Index to this Application: An X has been placed in the New Application column to indicate each schedule that **must** be submitted as a part of the application. The applicant must place an X in this column for each additional schedule submitted to complete the application. For amendments, the applicant must place an X in the Amendment Application column next to the schedule(s) being submitted as part of the amendment.

| Sch No. | Schedule Name | Application | |
|---------|---|-------------------------------------|--------------------------|
| | | New | Amend |
| 1 | General Information | X | X |
| 2 | Certification for Shared Services | | |
| 3 | Purpose of Amendment | NA | <input type="checkbox"/> |
| 4 | Program Requirements | X | <input type="checkbox"/> |
| 4B | Program Description | X | <input type="checkbox"/> |
| 4C | Performance Assessment and Evaluation | X | <input type="checkbox"/> |
| 4D | Equitable Access and Participation | | |
| 4E | (Other Program Schedules) | | |
| 4F | Private Nonprofit School Participation | | |
| 5 | Program Budget Summary | X | X |
| 5B | Payroll Costs 6100 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5C | Professional and Contracted Services 6200 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5D | Supplies and Materials 6300 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5E | Other Operating Costs 6400 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 5G | Capital Outlay 6600/15XX (Exclusive of 6619 and 6629) | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6A | General Provisions | X | NA |
| 6B | Debarment and Suspension Certification | | |
| 6C | Lobbying Certification | | |
| 6D | Disclosure of Lobbying Activities | | |
| 6E | NCLB Provisions and Assurances | | |
| 6F | Program-Specific Provisions and Assurances | | |

Certification and Incorporation

I hereby certify that the information contained in this application is, to the best of my knowledge, correct and that the organization named above has authorized me as its representative to obligate this organization in a legally binding contractual agreement. I further certify that any ensuing program and activity will be conducted in accordance with all applicable Federal and State laws and regulations, application guidelines and instructions, the Provisions and Assurances, Debarment and Suspension, lobbying requirements, Special Provisions and Assurances, and the schedules attached as applicable. It is understood by the applicant that this application constitutes an offer and, if accepted by the Agency or renegotiated to acceptance, will form a binding agreement.

Authorized Official

| | | | | |
|--|---------------|---------------------|-----------|--------------------------------|
| Typed First Name | | Initial | Last Name | Title |
| John | | M. | Folks | Superintendent |
| Phone | Fax | Email | | Signature (blue ink preferred) |
| (210)397-8770 | (210)706-8772 | John.folks@nisd.net | | |
| Only the legally responsible party may sign this application. | | | | |

4 complete application copies with 3 original signature(s) must be received by 5:00 p.m., Thursday, May 08, 2008 at the:

Texas Education Agency
 William B. Travis Bldg.
 Document Control Center, Room 6-108
 1701 North Congress Avenue
 Austin, Texas 78701-1494
 (512) 463-9304

 TEA DOCUMENT CONTROL NO.
 (Assigned by TEA)

| | | |
|---|--|--|
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|---|--|--|

Texas Educator Excellence Grant, Cycle 3

Schedule #1—General Information

Part 2: List of Attachments

| | |
|-----------------------------------|--|
| <p>1 <input type="checkbox"/></p> | <p>Required for all Open Enrollment Charter Schools Sponsored by a Nonprofit Organization <u>Current</u> proof of nonprofit status (see instructions and guidelines for acceptable proof)</p> |
| <p>2 <input type="checkbox"/></p> | |
| <p>3 <input type="checkbox"/></p> | |

The application will not be processed if any of the required attachments—for nonprofit organizations—do not accompany the application when it is submitted. Attach all required (nonprofit) attachments to the back of the application as an appendix.

| | | |
|--|--|--|
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Texas Educator Excellence Grant, Cycle 3

Schedule #1—General Information

Part 3: Applicant Information

Organization Information

| | | | | |
|---------------------------------------|--------------------------|-------------|---------------|----------|
| Organization Name | | | | |
| Northside Independent School District | | | | |
| Mailing Address Line - 1 | Mailing Address Line - 2 | City | State | Zip Code |
| 5900 Evers Rd. | | San Antonio | TX | 78238 |
| Campus Name | | | Campus Number | |
| Neff Middle School | | | 015-915-041 | |
| Mailing Address Line - 1 | Mailing Address Line - 2 | City | State | Zip Code |
| 5227 Evers Rd. | | San Antonio | TX | 78238 |

Applicant Contacts (Required)

Primary Contact – Campus Point of Contact (Must be an employee and not a contractor)

| | | | | |
|--|--------------------------|--|-----------|----------|
| <input checked="" type="checkbox"/> Campus Contact <input type="checkbox"/> Central Office Contact <input type="checkbox"/> Other Contact | | | | |
| First Name | Initial | Last Name | Title | |
| Sylvia | | Wade | Principal | |
| Telephone | Fax | Email | | |
| (210) 397-4100 | (210) 523-4566 | Sylvia.wade@nisd.net | | |
| Mailing Address Line - 1 | Mailing Address Line - 2 | City | State | Zip Code |
| 5227 Evers Rd. | | San Antonio | TX | 78238 |

Secondary Contact

| | | | | |
|--|--------------------------|--|-------------------|----------|
| <input type="checkbox"/> Campus Contact <input checked="" type="checkbox"/> Central Office Contact <input type="checkbox"/> Other Contact | | | | |
| First Name | Initial | Last Name | Title | |
| Marissa | | Jimenez | Grants Specialist | |
| Telephone | Fax | E-mail | | |
| (210) 397-7534 | (210) 706-7278 | Marissa-ljimenez@nisd.net | | |
| Mailing Address Line - 1 | Mailing Address Line - 2 | City | State | Zip Code |
| 5900 Evers Rd. | Bldg. D | San Antonio | TX | 78238 |

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Texas Educator Excellence Grant, Cycle 3
Schedule #3—Purpose of Amendment

Part 1: Schedules Amended

When submitting a revision or an amendment, please indicate what schedules were revised/amended and the justification for the revisions/amendments made to this application:

Schedules Changed (Check all schedules that are being amended.):

- | | |
|---|---|
| <input type="checkbox"/> Schedule #1 – General Information <input type="checkbox"/> Schedule #3 –Purpose of Amendment <input type="checkbox"/> Schedule #4 – Program Requirements <input type="checkbox"/> Schedule #4B – Part I Campus Incentive Plan <input type="checkbox"/> Schedule #4B –Part II Campus Incentive Plan <input type="checkbox"/> Schedule #4B – Additional Program Requirements <input type="checkbox"/> Schedule #4C – Performance Assessment and Evaluation | <input type="checkbox"/> Schedule #5 – Program Budget Summary <input type="checkbox"/> Schedule #5B – Payroll Costs 6100 <input type="checkbox"/> Schedule #5C – Professional and Contracted Services 6200 <input type="checkbox"/> Schedule #5D – Supplies and Materials 6300 <input type="checkbox"/> Schedule #5E – Other Operating Costs 6400 <input type="checkbox"/> Schedule #5G – Capital Outlay 6600 (Exclusive of 6619 and 6629) |
|---|---|

Part 2: Revised Budget

Complete this part if there are any budgetary changes.

| Line No. | Sch. No. | Class/ Object Code | A | | B | | C | | D |
|----------|--------------------|--------------------|----------------------------|-------|----------------|-------|--------------|-------|------------|
| | | | Previously Approved Budget | | Amount Deleted | | Amount Added | | New Budget |
| | | | Program | Admin | Program | Admin | Program | Admin | |
| 01 | 5B | 6100 | | | | | | | |
| 02 | 5C | 6200 | | | | | | | |
| 03 | 5D | 6300 | | | | | | | |
| 04 | 5E | 6400 | | | | | | | |
| 05 | 5G | 6600/ 15XX* | | | | | | | |
| 06 | Total Direct Costs | | | | | | | | |
| 07 | Indirect Cost (%) | | | | | | | | |
| 8 | Total Costs | | | | | | | | |

*15XX is used only by non-profit open enrollment charter schools.

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Texas Educator Excellence Grant, Cycle 3

Schedule #3—Purpose of Amendment

Part 3: Grant Amendment Request

All Grants Regardless of Dollar Amount

Reason for Amendment Request

| | | | | |
|--------------------------|--|-------------------|--|-------------------|
| <input type="checkbox"/> | 1. Addition of a class/object code not previously budgeted on the Budget Summary. | | | |
| <input type="checkbox"/> | 2. Increase or decrease the amount approved in any class/object code on Schedule #5—Budget Summary (i.e., 6100-6600) by more than 25% of the current amount approved in the class/object code. | | | |
| <input type="checkbox"/> | 3. Addition of a new line item on any of the supporting budget schedules (i.e., Schedules #5B-5G). | | | |
| <input type="checkbox"/> | 4. Increase or decrease in the number of positions budgeted on Payroll Costs (Schedule #5B). | | | |
| <input type="checkbox"/> | 5. Addition of a new item of computer hardware/equipment (not capitalized) approved on Supplies and Materials (Schedule #5C). | | | |
| <input type="checkbox"/> | 6. Addition of a new item or increase in quantity of capital outlay item(s) ≥ \$5,000 approved on Capital Outlay (Schedule #5G) for articles costing \$5,000 or more. | | | |
| <input type="checkbox"/> | 7. Addition of a new item of capital outlay items approved on Capital Outlay (Schedule #5G) for articles costing less than \$5,000. | | | |
| <input type="checkbox"/> | 8. Reduction of funds allotted for training costs | | | |
| <input type="checkbox"/> | 9. Change in construction costs | | | |
| <input type="checkbox"/> | 10. Additional funds needed | | | |
| <input type="checkbox"/> | 11. Change in scope of objectives, regardless of whether there is an associated budget revision requiring prior approval | | | |
| <input type="checkbox"/> | 12. Request to extend the ending date of the grant | | | |
| | <table border="1" style="width: 100%;"> <tr> <td style="width: 33%;">From Ending Date:</td> <td style="width: 33%;"></td> <td style="width: 33%;">To Extended Date:</td> </tr> </table> | From Ending Date: | | To Extended Date: |
| From Ending Date: | | To Extended Date: | | |

Part 4: Amendment Justification

| | | |
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Texas Educator Excellence Grant, Cycle 3

Schedule #4—Program Requirements

Part 1: Grant Program Information

Summary of Program

Purpose and Goals

The purpose of the TEEG, Cycle 3 is to achieve higher levels of student academic performance. The goals of the program are to create a financial incentive system for educators and increase student academic achievement.

Allowable Activities

Part I Funds (Teacher Incentives)

Funds under Part I (no less than 75 percent of the total grant allocation) may be spent as follows:

Teacher Incentives

1. Incentives awarded under this part may be used only for classroom teachers.
2. To the extent practicable, incentives should not be less than \$3,000 or greater than \$10,000 per teacher, unless otherwise justified.
3. **Incentives must only be awarded to teachers that meet Part I criteria one *and* two.**
4. Incentives may be awarded to teachers that, in addition to meeting program criteria one and two, also meet program criteria three and/or four.
5. Incentives under this part must be distributed to teachers no later than October 15, 2009, however based on the data sources/measures used an extension can be requested and approved on a case by case basis.

Part II Funds (Additional Incentives)

Funds under Part II (no more than 25 percent of the total grant allocation) may be used to grant incentives not funded through local, state, or federal funds. Part II funds can be used for:

Additional Campus Faculty and Staff

1. Incentive payments to campus faculty and staff other than classroom teachers (i.e., principals, assistant principals, teachers not eligible for incentives under classroom teacher definitions including counselors, speech therapists, instructional coaches, teacher's aides, nurses, librarians, members of the custodial staff), and other campus employees who have contributed to improved student achievement. *Note: Additional incentives may not be spent on employees whose primary responsibility is athletic activity supervision or superintendents.*

Classroom Teachers

1. Incentive payments to classroom teachers using the criteria and performance levels established under Part I.

Other Campuses

1. Eligible campuses may choose to extend funding to feeder campuses not assigned accountability ratings (i.e. a K-2 campus).

Professional Development

1. Professional development for classroom teachers that did not qualify for an award under Part I of the campus incentive plan.
2. Reimbursement of funds for professional development activities that improve classroom instruction and student achievement.

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| Texas Educator Excellence Grant, Cycle 3 | | |
| Schedule #4—Program Requirements | | |
| Part 1: Grant Program Information (continued) | | |
| Summary of Program | | |
| Allowable Activities | | |
| <p>Signing Bonuses</p> <ol style="list-style-type: none"> 1. Signing bonuses for classroom teachers new to the campus assigned to teach in subject areas designated by the Commissioner and/or the local school district as high-need. <p>Mentoring Programs</p> <ol style="list-style-type: none"> 1. Teacher mentoring programs approved by the Commissioner (Appendix E: Approved Beginning Teacher Induction and Mentoring Program Providers). 2. Mentor teachers on the same campus, and if possible, teaching in the same subject matter, who: <ul style="list-style-type: none"> • have three or more years of teaching experience; • have demonstrated a proven record of engaging students and improving student performance; and • are trained in mentor programs approved by the Commissioner and the local school district. <p>New Teacher Induction Programs</p> <ol style="list-style-type: none"> 1. Activities that support new teacher induction programs. <p>Common Planning Time and Curriculum Development</p> <ol style="list-style-type: none"> 1. Activities that support common planning time and curriculum development. <p>Teacher Stipends</p> <ol style="list-style-type: none"> 1. Stipends to teachers that: <ul style="list-style-type: none"> • participate in after-school or Saturday programs; • are certified in the main subject area in which they teach; and/or • hold certain postgraduate degrees (excluding education administration, mid-management, and superintendency certifications). <p>Other Programs</p> <ol style="list-style-type: none"> 1. Other programs that contribute directly to improved student achievement. 2. Other programs designed to recruit and retain highly effective teachers. <p>Other Activities</p> <ol style="list-style-type: none"> 1. Other activities that create and/or further the goals of incentive systems designed to improve student achievement including extending incentive program. | | |

This page has been deleted per Errata Notice

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Texas Educator Excellence Grant, Cycle 3

Schedule #4B–Program Description: Project Management

Part 1: Component Description Responses are limited to the space provided, front side only, with a font size no smaller than 9 point (Arial or Verdana).

Partnership/Involvement of Classroom Teachers and Others

Once notified that the campus qualified for the Texas Educator Excellence Award, the principal formed the Neff Campus Planning Committee (CPC). After consulting with district central office administrators, the principal selected teachers and staff to form the CPC. This committee is made up of representatives from all areas on the campus. It is comprised of (6) teachers, principal, CIT, para-professional representative, food service supervisor and (2) district central office representatives. At the first CPC meeting, each member received a notebook with the following documents: award announcement, program guidelines, blank application copy, district application timeline, schedule instructions, and the Frequently Asked Questions document. The CPC began by reviewing sample plans which have been used at other schools. They then chose to use the components of several plans, customized to fit the needs of their campus. The CPC formally presented the plan to the campus staff on April 22, 2008. During this presentation the staff was provided with the plan and the requirements for receiving incentive funds. The staff was given the opportunity to provide feedback, concerns, and ask questions. Additionally, the staff was informed of the grant related requirements. The Neff Campus Planning Committee was responsible for designing, planning, monitoring, implementing, evaluating and approving the compensation model.

Management of Grant Activities

The Campus Planning Committee (CPC) will monitor the plan through the duration of the grant and will formally oversee and evaluate the project. Planning committee meetings will also provide participants with opportunities to interact, provide feedback, determine if the project is being implemented in accordance with the plan and evaluate if the campus is meeting goals and performance measures established in the grant application. During meetings, committee members will review student performance data, TAKS scores and performance measures specified in the grant application. They will also consult the grant activity timeline to ensure implementation aligns with the proposed schedule. The committee chair will have the primary responsibility for overseeing and managing the grant activity timeline. The CPC will report project progress to school staff during campus staff meetings and based on feedback, will amend the grant application if the campus determines adjustments are necessary.

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Texas Educator Excellence Grant, Cycle 3

Schedule #4B—Program Description: Project Management

Part 1: Component Description Responses are limited to the space provided, front side only, with a font size no smaller than 9 point (Arial or Verdana).

Internal Communications, Coordination, and Reporting

The Campus Planning Committee (CPC) will work closely with campus faculty and staff, the district's Grants and Recognitions department, district central office administration and the district business office to implement the incentive pay program. Communication among these individuals and departments will be on a semi-annual and as-needed basis for the purpose of monitoring the program's implementation and to address any concerns encountered. Internal communication, coordination, and reporting will be conducted via email, telephone, and in person. The Campus Principal and/or members of the CPC will report to the campus faculty and staff on a monthly basis regarding the concerns and/or changes. The district Grants and Recognitions Department will also meet regularly with the CPC to monitor progress and complete program reports. The compensation model will be presented to the NISD Board of Trustees on April 22, 2008. The model was approved by the Northside Education Improvement Council on May 6, 2008. The campus plan will be published for public viewing on the following websites: The Northside ISD (www.nisd.net), the Grants and Recognitions Department (www.nisd.net/grants/), and Neff Middle School (www.nisd.net/neff/).

Supplement-Not-Supplant

Currently, the Northside Independent School District (NISD) does not have a policy and/or program for campus faculty/staff incentive pay. The activities proposed in these NISD initiatives will be supplemental to existing federal, state, and local services and activities. Grant funds will not be utilized for services or activities required by state law, State Board of Education or local policies. No state funds will be decreased or diverted for other purposes as a result of the availability of these funds. Neff Middle School, in coordination with the district's Grants and Recognitions Department and the business office will maintain documentation which clearly demonstrates the supplemental nature of these funds.

Teacher and/or Staff Excluded from Award Plan (If Applicable)

Not applicable

| | | |
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Texas Educator Excellence Grant, Cycle 3

Schedule #4B – Program Description: Project Management

Part 2: Required Activity Checklist and Timeline

| # | Activities | Date (mm/dd/yy) | Activity Completed (Y or N) | Not Applicable (NA) |
|----|--|--------------------|-----------------------------------|---------------------------|
| 1 | Select/Create Campus-level decision-making committee (Committee members should be listed on Schedule #4B, Part 1: List of Campus Committee Members) | 2/18/08 | Y | |
| 2 | Select a campus point of contact for the grant (Schedule #1, Part 3: Applicant Information) | | Y | |
| 3 | Identify the teacher eligibility criteria for incentive awards under Part I | 3/12/08 | Y | |
| 4 | Describe the criteria used to exclude teachers and/or staff from receipt of any (Part I and/or Part II) awards, if applicable. (Schedule #4B, Part 4: Teacher and/or Staff Excluded from Award Plan) | N/A | Y | N/A |
| 5 | Select the performance measures that demonstrate Criterion 1 (Required – List on Schedule #4B - Program Description: Part I and Part II Campus Incentive Plan) | 3/26/08 | Y | |
| 6 | Select the performance measures that demonstrate Criterion 2 (Required – List on Schedule #4B - Program Description: Part I and Part II Campus Incentive Plan) | 3/26/08 | Y | |
| 7 | Select the performance measures that demonstrate Criterion 3 (Optional – List on Schedule #4B - Program Description: Part I and Part II Campus Incentive Plan) | N/A | N/A | N/A |
| 8 | Select the performance measures that demonstrate Criterion 4 (Optional – List on Schedule #4B - Program Description: Part I and Part II Campus Incentive Plan) | N/A | N/A | N/A |
| 9 | Identify additional incentives to be funded under Part II (Optional) | N/A | N/A | N/A |
| 10 | Identify the activity/activities to be funded under Part II | N/A | N/A | N/A |
| 11 | Maintain evidence of teacher participation on file such as meeting minutes, attendance records, and/or any other evidence of campus meetings | | Y | |
| 12 | Develop the Contingency Plan for Redistribution of Part I Funds | 3/26/08 | Y | |
| 13 | Develop the Contingency Plan for Redistribution of Part II Funds | 3/26/08 | Y | |

| | | |
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Texas Educator Excellence Grant, Cycle 3

Schedule #4B – Program Description: Project Management

Part 2: Required Activity Checklist and Timeline (continued)

| # | Activities | Date (mm/dd/yy) | Activity Completed (Y or N) | Not Applicable (NA) |
|----|--|---------------------|-----------------------------------|---------------------------|
| 14 | Complete Teacher Letters of Support and Involvement (Schedule #4B, Part 3: Letters of Support and Involvement) | | Y | |
| 15 | Identify the amount of incentive awards under Part I (Award amounts should range between \$3,000 and \$10,000; if award amounts fall outside these amounts, board approval is required). | 3/26/08 | Y | |
| 16 | Indicate whether or not incentive amounts included under Part I and Part II include or exclude any applicable TRS, benefits, and/or charges. (Schedule 4B—Program Description: Part I and Part II Campus Incentive Plan) | 3/26/08 | Y | |
| 17 | The Campus Incentive Plan was made available for public viewing. <i>Note: plan should be available throughout the entire grant cycle.</i> | 5/9/08 - 5/22/08 | Y | |
| 18 | Ensure TEEG performance criteria align to district-wide goals outlined in the District Awards for Teacher Excellence (DATE) grant, if applicable. | | Y | |
| 19 | TPRI waiver has been requested | N/A | N/A | N/A |
| 20 | By signing Schedule #1, grantee assures that all revisions to the original plan as submitted to TEA (pre and post NOGA) will be brought forth to all levels of approvals (Campus, District and board if necessary) | 4/22/08 | Y | |

Part 3: Evidence of Campus Committee Participation and District Committee and Board Participation

| # | Activities | Date mm/dd/yy | Vote Taken (Y or N) | Result # to # |
|----|---|---------------------|------------------------|------------------|
| 21 | The Campus-level decision-making committee voted to approve the Campus Incentive Plan. | 4/16/2008 | Y | 10 to 0 |
| 22 | The Campus Incentive Plan was approved by a simple majority through a campus-wide vote. | 4/22/08- 4/23/08 | Y | 64 to 11 |
| 23 | The District-level decision-making committee voted to approve the Campus Incentive Plan. | May 6, 2008 | Y | 19 to 0 |
| 24 | The Campus Incentive Plan was presented, or will be presented, to the School Board of Trustees or Directors. | 4/22/08 | | |
| 25 | Campus Incentive Plans that include award amounts outside the recommended range of \$3,000 - \$10,000 had this variance approved by the local school board. | 4/22/08 | 4/22/08 | 7 to 0 |

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| <p>For TEA Use Only Adjustments and/or annotations made on this have been confirmed with _____ by telephone/FAX on _____ by _____ of TEA.</p> | <p>TEXAS EDUCATION AGENCY Standard Application System (SAS)</p> <p>School Year 2008-2009 through 2009-2010</p> | <p>_____ Neff MS Campus Name</p> <p>_____ 015-915 County District No.</p> <p>_____ Amendment No.</p> |
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Texas Educator Excellence Grant, Cycle 3

Schedule #4B–Program Description: Part I Campus Incentive Plan

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| <p>Criterion 1: Teacher has a record of improving student performance using objective, quantifiable measures. Required. (Minimum of 75 percent of total grant allocation).</p> | <p>Acceptable Data Sources/Measures: TAKS, ITBS/Logramos, Aprenda, Advanced Placement assessments, Student Portfolios, Local Benchmark Assessments, summative assessments, End-of-Year Assessments, Value Added Assessments, Others possible</p> <p>Unacceptable Data Sources/Measures: SDAA, SDAII, TPRI, PDAS ratings, Teacher Attendance, Campus Ratings (i.e., AYP ratings, AEIS ratings, etc.), Student Attendance, Others possible</p> |
|--|--|

This page may be duplicated as many times as needed to provide all information required for Criterion 1.

| Teacher Type(s) | Data Source(s)/ Measure(s) | Performance Level(s) <i>Be Sure to:</i> Review each measure against Appendix D, and <i>include:</i> frequency (bi-weekly, monthly, etc.) and duration (i.e., each semester, annually, etc.) | Incentive Amount | Includes Fringe Benefits |
|--|---|---|--|--|
| Grade: 6-7 | TAKS 2008-2009 Percent Met Standards results as of August 1, 2009 | In teachers' respective TAKS tested areas, student achievement shall be no less than 5% of State's Percent Met Standard on the 2008-2009 TAKS test. Bonus 1: The campus met standard will be within 3 percentage points of the Texas met standard percentage. Bonus 2: The campus met standard will be within 3 percentage points of the District met standard percentage. | \$200 Per section taught (\$250 7 th Writing and Reading) Bonus 1: \$50 per section Bonus 2: \$84 per section | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| Subject/Function: TAKS Tested Area Teachers | | | | |
| Grade: 8 | TAKS 2008-2009 Percent Met Standards results as of August 1, 2009 | In teachers' respective TAKS tested areas, student achievement shall be no less than 5% of State's Percent Met Standard on the 2008-2009 TAKS test. Bonus 1: The campus met standard will be within 3 percentage points of the Texas met standard percentage. Bonus 2: The campus met standard will be within 3 percentage points of the District met standard percentage. Bonus 3: Must exceed the NISD Average. (If the grade level/content area scores over 90, then they will receive Bonus 3). | \$200 Per section taught (\$250 7 th Writing and Reading) Bonus 1: \$50 per section Bonus 2: \$84 per section | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| Subject/Function: TAKS Tested Area Teachers | | | | |

| | | | | |
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| | | | Bonus 3: \$135 per section (\$75 for 6 th Grade Writing) | |
| Grade: 6-8 | TAKS 2008-2009 Percent Met Standards results as of August 1, 2009 | In teachers respective TAKS tested areas student achievement shall be no less than 5% of State's Percent Met Standard on the 8th Grade 2008-2009 TAKS test. Bonus 1: N/A Bonus 2: N/A Bonus 3: The 8 th Grade TAKS that corresponds with this teachers content area must equal or exceed the District Met Standard percentage. | \$200 Per section taught | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| Subject/Function: TAKS-related Core Area Teachers | | | | |
| Grade: 6-8 | TAKS-Alt 2008-2009 Percent Met Standards results as of August 1, 2009 | No less than 5% of State's Percent Met Standard on the 2008-2009 TAKS-Alt test. | \$150 Per section taught | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| Subject/Function: ALE Teacher | | | | |
| Grade: 6-8 | TAKS Reading Test 2008-2009 Percent Met Standards results as of August 1, 2009 | Student achievement shall be no less than 5% of State's Percent Met Standard on the 2008-2009 8 th grade TAKS Reading test. | \$175 Per section taught | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| Subject/Function: Elective Teachers (to include GT/AVID teachers) | | | | |

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Texas Educator Excellence Grant, Cycle 3

Schedule #4B–Program Description: Part I Campus Incentive Plan

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| <p>Criterion 2: Teacher has a record of collaboration with faculty and staff that contributes to improving overall campus student achievement. Required. <i>(Minimum of 75 percent of total grant allocation).</i></p> | <p>Acceptable Measures: Participation in campus-based professional development or instructional/curricular planning; team teaching and classroom observation activities; teacher attendance (at academic activities), teacher mentoring, induction, or coaching; collaboration with other teachers on development of lessons; sharing student data with other campus teachers; Others possible</p> <p>Unacceptable Measures: PDAS ratings; Student tutoring; PTA Meetings; student performance measures; teacher daily attendance (to school); student attendance; individual planning time; participation in extracurricular activities not related to improved academic performance; Other possible</p> |
|--|---|

This page may be duplicated as many times as needed to provide all information required for Criterion 2.

| Teacher Type(s) | Data Source(s)/ Measure(s) | Performance Level(s) | Incentive Amount | Includes Fringe Benefits |
|---|-----------------------------|---|---|--|
| <input checked="" type="checkbox"/> All Teachers identified under Criterion 1 | Agendas, and sign-in sheets | <p><i>Be Sure to: Review each measure against Appendix D, and include: frequency (bi-weekly, monthly, etc.) and duration (i.e., each semester, annually, etc.)</i></p> <p>All professional staff is responsible for attending 85% of all Texan Training Sessions, Team Meeting, and completing their 12 hours of Teacher Choice professional development. These meetings take place throughout the school year, and this requirement must be met by the end of the 2007-2008 school year.</p> | Per the RFA, teachers will receive their award for both academic achievement and collaboration. The total incentive a teacher can receive is listed on the Criterion 1 Schedule. | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

**Staff members who are absent to meetings due to participation in district or campus related activities will be marked as "Excused School Business" and will not be penalized for their absence. This also applies to staff who are absent due to excused family/personal illnesses (including maternity leave and FMLA) and approved discretionary leave.*

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| <p>For TEA Use Only Adjustments and/or annotations made on this have been confirmed with _____ by telephone/FAX on _____ by _____ of TEA.</p> | <p>TEXAS EDUCATION AGENCY Standard Application System (SAS)</p> <p>School Year 2008-2009 through 2009-2010</p> | <p>_____ Neff MS Campus Name</p> <p>_____ 015-915 County District No.</p> <p>_____ Amendment No</p> |
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Texas Educator Excellence Grant, Cycle 3

Schedule #4B–Program Description: Part I Campus Incentive Plan

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| <p>Criterion 3: Teacher demonstrates ongoing initiative, commitment, professionalism, personalization, and involvement in other activities that directly result in improved student performance. Optional. (Minimum of 75 percent of total grant allocation).</p> | <p>Acceptable Measures: PDAS rating, participation in student tutoring or after-school programs focused on student learning; participation in parent involvement programs; district leadership of planning activities involving curriculum or instructional programs; teacher attendance; others measures that demonstrate commitment, professionalism, personalization, and involvement.</p> <p>Unacceptable Measures: Student attendance; parent attendance at parent involvement activities; participation in extracurricular activities not related to improved student academic performance.</p> |
|---|---|

This page may be duplicated as many times as needed to provide all information required for Criterion 3.

Not Applicable (if checked, leave schedule blank)

| Teacher Type(s) | Data Source(s)/ Measure(s) | Performance Level(s) <i>Be Sure to: Review each measure against Appendix D, and include: frequency (bi-weekly, monthly, etc.) and duration (i.e., each semester, annually, etc.)</i> | Incentive Amount | Includes Fringe Benefits |
|---|----------------------------|---|------------------|---|
| <input type="checkbox"/> All Teachers identified under Criteria 1 and 2 | | | | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> All Teachers identified under Criteria 1 and 2 | | | | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Select teacher under Criteria 1 and 2 | | | | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Grade: Subject/Function: | | | | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Select teacher under Criteria 1 and 2 | | | | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Grade: Subject/Function: | | | | <input type="checkbox"/> Yes <input type="checkbox"/> No |

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| <p style="text-align: center;">For TEA Use Only</p> <p>Adjustments and/or annotations made on this have been confirmed with _____</p> <p>by telephone/FAX on _____ of TEA.</p> | <p>TEXAS EDUCATION AGENCY Standard Application System (SAS)</p> <p>School Year 2008-2009 through 2009-2010</p> | <p style="text-align: right;">____ <u>Neff MS</u> _____ Campus Name</p> <p style="text-align: right;">____ <u>015-915</u> _____ County District No.</p> <p style="text-align: right;">_____ Amendment No</p> |
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Texas Educator Excellence Grant, Cycle 3

Schedule #4B–Program Description: Part I Campus Incentive Plan

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| <p>Criterion 4: Teacher works in a subject that is experiencing a critical shortage of teachers or has had a high turnover rate. Optional. <i>(Minimum of 75 percent of total grant allocation).</i></p> | <p>Potential Subjects: Math, Science, Special Education, Technology, Bilingual/ESL, Foreign Language, Literacy Instruction, or any area of need specific to the district.</p> <p>Unacceptable: Signing Bonuses</p> |
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This page may be duplicated as many times as needed to provide all information required for Criterion 4.

| <input checked="" type="checkbox"/> Not Applicable (If checked, leave schedule blank) | | | | | |
|--|----------|--|------------------|--------------------------|---|
| Teacher Type <i>(Teacher(s) listed must also be identified under Criteria 1 and 2)</i> | | Hard-to-Staff Subject and/or Subject with High Turnover Rate | Incentive Amount | Includes Fringe Benefits | |
| Grade: | Subject: | <input type="checkbox"/> Critical shortage subject areas <input type="checkbox"/> Subject areas with high percentages of out-of-field assignments <input type="checkbox"/> Subject areas with high turnover rate <input type="checkbox"/> Other, please describe: | | | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Grade: | Subject: | <input type="checkbox"/> Critical shortage subject areas <input type="checkbox"/> Subject areas with high percentages of out-of-field assignments <input type="checkbox"/> Subject areas with high turnover rate <input type="checkbox"/> Other, please describe: | | | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Grade: | Subject: | <input type="checkbox"/> Critical shortage subject areas <input type="checkbox"/> Subject areas with high percentages of out-of-field assignments <input type="checkbox"/> Subject areas with high turnover rate <input type="checkbox"/> Other, please describe: | | | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Grade: | Subject: | <input type="checkbox"/> Critical shortage subject areas <input type="checkbox"/> Subject areas with high percentages of out-of-field assignments <input type="checkbox"/> Subject areas with high turnover rate <input type="checkbox"/> Other, please describe: | | | <input type="checkbox"/> Yes <input type="checkbox"/> No |

| | | |
|---|--|---|
| <p>For TEA Use Only Adjustments and/or annotations made on this have been confirmed with _____ by telephone/FAX on _____ of TEA.</p> | <p>TEXAS EDUCATION AGENCY Standard Application System (SAS)</p> <p>School Year 2008-2009 through 2009-2010</p> | <p>_____ Neff MS Campus Name</p> <p>_____ 015-915 County District No.</p> <p>_____ Amendment No</p> |
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Texas Educator Excellence Grant, Cycle 3

Schedule #4B–Program Description: Part II Campus Incentive Plan

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| <p>Part II Additional Incentives to Campus Faculty and Staff <i>(Maximum 25 percent of total grant allocation).</i></p> | <p>Potential Staff Positions: Classroom Teachers not included in Part I, Counselors, Principals, Assistant Principals, Speech Therapists, Instructional Coaches, Teacher Aides, Nurses, Librarians, Custodial Staff, Cafeteria Workers, and other campus personnel who contributed to increased student achievement, funding may not be used for athletics.</p> |
| <p>Acceptable Measures: Participation in campus-based professional development or instructional/curricular planning; team teaching and classroom observation activities; attendance (at academic activities, excluding faculty meetings); mentoring, induction, or coaching; collaboration with other campus staff; participation in student tutoring or after-school programs focused on student learning; participation in parent involvement programs; district leadership of planning activities involving curriculum or instructional programs; others measures that demonstrate improved student achievement; job-performance related evaluation ratings for non-teaching and non-administrative staff which exceed Satisfactory; others possible</p> | |
| <p>Unacceptable Measures:</p> <ul style="list-style-type: none"> • Job-performance related evaluation ratings and daily attendance to school for teachers and administrative staff; • attendance at PTA and faculty meetings; • campus-wide ratings (for staff other than campus administration); • individual planning time; • participation in extracurricular activities not related to improved academic performance; • student attendance (for staff other than campus administration); and • others possible. | |

This page may be duplicated as many times as needed to provide all information required for Part II Incentives.

| Number of Positions | Actual Staff Position(s) (do not include individual names, list position type/title – do not group by paraprofessional or office staff) | Performance Level(s) | Maximum Incentive Amount | Includes Fringe Benefits |
|---------------------|--|---|--------------------------|--|
| 1 | Principal | Direct campus instructional initiatives by sharing and analyzing student data with staff through the use of at least 4 out of 6 Principal's Advisory Committee meetings and 6 school-wide Texan Training Sessions, as evidenced through meeting agendas, planning minutes, and sign-in rosters. | \$1,095 | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 2.5 | Vice Principal (1) Assistant Principals (1.5) | Direct campus instructional initiatives by sharing and analyzing student data with staff through participation in 4 of 8 Principal's Advisory Committee meetings and 5 of 6 school-wide Texan Training Sessions, as evidenced through planning minutes, and sign-in rosters. | \$1,100 | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 1 | Academic Dean(1) | Direct campus instructional initiatives by sharing and analyzing student data with staff through participation in 4 of 8 Principal's Advisory Committee meetings and 5 of 6 school-wide Texan Training Sessions, as evidenced through planning minutes, and sign-in rosters. | \$1,100 | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

| | | | | |
|----|-----------------------------------|--|---------|--|
| 1 | Head Counselor | Work with classroom teachers to enhance student achievement by providing comprehensive guidance services, including classroom guidance lessons, small group, early release (advisory) or staff in service (at least 4) as evidenced by agendas. | \$1,000 | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 1 | Math Department Coordinator | Two of the three grade levels served will score no less than 5% of State's Percent Met Standard on the 2008-2009 TAKS test. | \$1,550 | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 2 | Counselors | Work with classroom teachers to enhance student achievement by providing comprehensive guidance services, including classroom guidance lessons, small group, early release (advisory) or staff in service (at least 4) as evidenced by agendas. | \$825 | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 6 | Inclusion Specialists/BMC | 80% participation at department meetings, Texan Training Sessions, and minimum one grade level planning per week. Attendance will be determined by sign-in sheets, meeting minutes and/or departmental agendas. | \$800 | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 1 | Special Education Coordinator | Participation in 80% of all Texan Training Sessions, and Special Education department meetings as evidenced through meeting agendas and sign-in rosters. | \$800 | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 1 | ESL Coordinator | 80% participation at department meetings and Texan Training sessions. Attendance will be determined by sign-in sheets, meeting minutes and or departmental agendas. Collaborate with core content teachers to enhance student achievement by providing strategies that benefit LEP students. | \$800 | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 1 | ESL Assistant | 80% participation at department meetings. Attendance will be determined by sign-in sheets, meeting minutes and or departmental agendas. Collaborate with core content teachers to enhance student achievement by providing strategies that benefit LEP students. | \$680 | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 1 | Campus Instructional Technologist | 80% attendance at Texan Training Sessions, minimum of 6 instructional related sessions dealing with the appropriate use of technology in instruction, and attend one department meeting per 6 week as evidenced by sign-in sheets and agendas. | \$700 | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 1 | Librarian | Assist in the promotion of student achievement by presenting to faculty and staff a minimum of twice annually on library resources, as evidenced by presentation notes or agenda and 80% attendance of faculty meeting documented by sign-in sheets. | \$700 | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| .5 | School Psychologist (LSSP) | Provide support for staff through other activities related to improving instruction and through attendance at 50% of Special Education Department meetings as evidenced by sign-in sheets. | \$400 | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

| | | | | |
|----|---|---|-------|--|
| 12 | Instructional Assistants / ADL Instructional Assistants | Attend 75% of weekly Special Education department meetings and all "required" Texan Training Sessions as evidenced through meeting agendas and sign in rosters. | \$400 | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 1 | IA – Library | Assist librarian in preparing two annual faculty presentations on library resources and attending all "required" Texan Training Sessions as evidenced through meeting agendas and sign-in rosters. | \$400 | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 1 | School Nurse | Assist in the promotion of student achievement by presenting to faculty and staff a minimum of twice annually on health resources, as evidenced by presentation notes or agenda and 80% attendance of Texan Training Sessions documented by sign-in sheets. | \$500 | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| .5 | Speech Therapist | Provide support for staff through other activities related to improving instruction and through attendance at 75% of Special Education Department meetings as evidenced by sign-in sheets. | \$400 | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 8 | Secretaries | Attend 1 technology instructional session per year and all "required" Texan Training Sessions as evidenced through meeting agendas and sign-in sheets. | \$400 | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 12 | Food Service Workers | Attend 75% of campus food service meetings and maintain instructional based bulletin board in the cafeteria as evidenced through meeting agendas and sign-in rosters. | \$400 | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 8 | Custodial Staff | Attend 75% of campus custodial meetings as evidenced through meeting agendas and sign-in rosters. | \$400 | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 1 | Police Officer | Assist in the promotion of student achievement by presenting to faculty and staff a minimum of twice annually on safety resources, as evidenced by presentation notes or agenda. | \$400 | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

Staff members who are absent to meetings due to participation in district or campus related activities will be marked as "Excused School Business" and will not be penalized for their absence. This also applies to staff who are absent due to excused family/personal illnesses (including maternity leave and FMLA) and approved discretionary leave.

Teachers or staff who are terminated, leave the district, are promoted or otherwise depart their position at Neff Middle School before February of 2009 will not receive any incentive pay. Their replacement will receive a prorated amount based on a 10 month academic calendar. In the event of a catastrophic illness, death or retirement, the teacher or staff member will receive their incentive pay as a pro-rated amount for the length of time at Neff Middle School based on a 10 month academic calendar.

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| <p>For TEA Use Only Adjustments and/or annotations made on this have been confirmed with _____ by telephone/FAX on _____ of TEA.</p> | <p>TEXAS EDUCATION AGENCY Standard Application System (SAS)</p> <p>School Year 2008-2009 through 2009-2010</p> | <p>_____ Neff MS Campus Name</p> <p>_____ 015-915 County District No.</p> <p>_____ Amendment No</p> |
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Texas Educator Excellence Grant, Cycle 3

Schedule #4B–Program Description: Part II Campus Incentive Plan

| Part II Additional Activities | Enter Budgeted Amount or leave Zero Dollars Budgeted |
|---|--|
| 1) Professional Development for classroom teachers that did not qualify for an incentive under the Part I Campus Incentive Plan | \$0 |
| 2) Reimbursement of funds for professional development activities that improve classroom instruction and student achievement | \$0 |
| 3) Signing bonuses for new classroom teachers assigned to teach in subject areas designated by the Commissioner and/or the LEA as high need | \$0 |
| 4) Teacher mentoring programs approved by the Commissioner | \$0 |
| 5) Activities that support new teacher induction programs | \$0 |
| 6) Activities that support common planning time and curriculum | \$0 |
| 7) Stipends to teachers that participate in after-school or Saturday programs | \$0 |
| 8) Stipends to teachers that hold certain post-graduate degrees (excluding education administration, mid-management, and superintendency certifications)* | \$0 |
| 9) Other programs that contribute directly to improved student achievement* | \$0 |
| 10) Other programs designed to recruit and retain highly effective teachers* | \$0 |
| 11) Other activities that create and/or further the goals of incentive systems designed to improve student achievement* | \$0 |
| 12) Administrative Activities | \$705 |

Description of Additional Activities (*Describe these activities/programs below)

Not applicable

| | | |
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Texas Educator Excellence Grant, Cycle 3

Schedule #4B-Program Description: Additional Program Requirements

Part I: Contingency Plan for Redistribution of Unallocated Funds Responses are limited to the space provided, front side only, with a font size no smaller than 9 point (Arial or Verdana).

Part I Contingency Plan Funds (These funds cannot be used for professional development.)

- Part I funds not awarded will be redistributed equally among all Part I teachers that met the required plan criteria (at a minimum met criteria #1 and #2) until all remaining funds are distributed.
- Part I funds not awarded will be redistributed using the below procedure among the following Part I teachers that met the required plan criteria (at a minimum met criteria #1 and #2), until all remaining funds are distributed.

List/define eligible Part I teachers (do not use individual names):

- All Part I teacher who meet the required plan criteria (criteria 1 and 2)

Distribution Procedure (Specify amount, teacher and specify criteria):

All Part teachers who meet the required plan criteria (criteria 1 and 2) will be eligible to receive funds that are not awarded. Please refer to Schedule #4B-Program Description: Part I Campus Incentive Plan to review the teachers and criteria that they achieve.

Explain the criteria necessary to qualify for redistributed funds (include any language that excludes teachers from receipt of redistributed funds, i.e., teacher retires, transfers to another campus during the grant year, and/or does not return to the campus the year following the grant award and include any language that "caps" or limits the amount to be redistributed):

Teachers who are terminated, leave the district, are promoted or otherwise depart their position at Neff Middle School before February of 2009 will not receive any incentive pay. Their replacement will receive a pro-rated amount based on a 10 month academic calendar. In the event of a catastrophic illness, death or retirement, the teacher or staff member will receive their incentive pay as a pro-rated amount for the length of time at Neff Middle School based on a 10 month academic calendar. Remaining un-awarded Part I funds will be distributed in the following way:

- 70% goes to TAKS Tested Teachers
- 20% goes to TAKS Related Teachers
- 10% goes to Elective Teachers (and ALE Teacher)

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| <p>For TEA Use Only Adjustments and/or annotations made on this have been confirmed with _____ by telephone/FAX on _____ of TEA.</p> | <p>TEXAS EDUCATION AGENCY Standard Application System (SAS)</p> <p>School Year 2008-2009 through 2009-2010</p> | <p>_____ Neff MS Campus Name</p> <p>_____ 015-915 County District No.</p> <p>_____ Amendment No</p> |
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Texas Educator Excellence Grant, Cycle 3

Schedule #4B-Program Description: Additional Program Requirements

Part II: Contingency Plan for Redistribution of Unallocated Funds Responses are limited to the space provided, front side only, with a font size no smaller than 9 point (Arial or Verdana).

Part II Contingency Plan Funds (These funds cannot be used for incentives to staff that did not qualify for awards under either Part I and/or Part II criteria.)

- Part II funds not awarded will be redistributed equally among all Part II staff that met the required plan criteria until all remaining funds are distributed.
- Part II funds not awarded will be redistributed using the below procedure among the following Part I and/or Part II staff that met the required plan criteria, until all remaining funds are distributed. Also be sure to indicate if any funds will be used for other allowable Part II activities (i.e., professional development).

List/define eligible campus staff or the allowable Part I and/or Part II Activity (do not list individual names).

- All Part II staff who meet the required plan criteria.

Distribution Procedure (Specify amount, staff person and specify criteria):

All Part II staff who meet the required plan criteria will be eligible to receive funds that are not awarded. Please refer to Schedule #4B-Program Description: Part II Campus Incentive Plan to review the staff members and criteria that they achieve.

Explain the criteria necessary to qualify for redistributed funds (include any language that excludes campus staff from receipt of redistributed funds, i.e., campus staff person retires, transfers to another campus during the grant year, and/or does not return to the campus the year following the grant award and include any language that "caps" or limits the amount to be redistributed):

Staff who are terminated, leave the district, are promoted or otherwise depart their position at Neff Middle School before February of 2009 will not receive any incentive pay. Their replacement will receive a pro-rated amount based on a 10 month academic calendar. In the event of a catastrophic illness, death or retirement, the teacher or staff member will receive their incentive pay as a pro-rated amount for the length of time at Neff Middle School based on a 10 month academic calendar.

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| <p>For TEA Use Only Adjustments and/or annotations made on this have been confirmed with _____ by telephone/FAX on _____ by _____ of TEA.</p> | <p>TEXAS EDUCATION AGENCY Standard Application System (SAS)</p> <p>School Year 2008-2009 through 2009-2010</p> | <p>_____ Neff MS Campus Name</p> <p>_____ 015-915 County District No.</p> <p>_____ Amendment No</p> |
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Texas Educator Excellence Grant, Cycle 3

Schedule #4B – Program Description: Additional Program Requirements

Part 3: Letters of Support and Involvement (Signatures must be original in at least one copy of the application)

Teacher Letter 1

I, _____, assisted in the development of the Campus Incentive Plan and support the plan as submitted to the Texas Education Agency. I participated in the development of the plan in one or more of the following ways:

- Served on the campus-level decision making committee to develop the plan
- Assisted in writing the actual plan
- Voted to approve the plan
- Other: _____

Signature: _____
I hereby certify that I am a teacher at the campus and participated as outlined above.

Teacher Letter 2

I, _____, assisted in the development of the Campus Incentive Plan and support the plan as submitted to the Texas Education Agency. I participated in the development of the plan in one or more of the following ways:

- Served on the campus-level decision making committee to develop the plan
- Assisted in writing the actual plan
- Voted to approve the plan
- Other: _____

Signature: _____
I hereby certify that I am a teacher at the campus and participated as outlined above.

Teacher Letter 3

I, _____, assisted in the development of the Campus Incentive Plan and support the plan as submitted to the Texas Education Agency. I participated in the development of the plan in one or more of the following ways:

- Served on the campus-level decision making committee to develop the plan
- Assisted in writing the actual plan
- Voted to approve the plan
- Other: _____

Signature: _____
I hereby certify that I am a teacher at the campus and participated as outlined above.

| | | |
|--|--|---|
| <p>For TEA Use Only Adjustments and/or annotations made on this have been confirmed with _____ by telephone/FAX on _____ by _____ of TEA.</p> | <p>TEXAS EDUCATION AGENCY Standard Application System (SAS)</p> <p>School Year 2008-2009 through 2009-2010</p> | <p>_____ Neff MS Campus Name</p> <p>_____ 015-915 County District No.</p> <p>_____ Amendment No</p> |
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Texas Educator Excellence Grant, Cycle 3

Schedule #4C – Performance Assessment and Evaluation

Part 1: Component Description. Responses are limited to the space provided, front side only, with a font size no smaller than 9 point (Arial or Verdana).

Ongoing Monitoring/Continuous Improvement

Ongoing monitoring and improvement will be facilitated by the campus administration. The review of student level data, and appropriate achievement data will be incorporated into the grade level, specialists, and administration meetings. This data will assist administrative staff in following the progress of student achievement at all grade levels. Feedback from teachers and staff will be solicited on a regular basis during regularly scheduled planning and staff meetings. The administration will serve as the liaison between staff members and the CPC and will review all questions and feedback to decide if additional measures need to be implemented on the campus.

As the campus administration monitors the implementation of the grant program, interventions will be introduced as they deem necessary. If individual teachers within grade level teams are struggling, TAKS Support Specialists will intervene and work with the teacher as well as the entire grade level team. TAKS Support Specialists will help the teachers by facilitating co-planning and co-teaching. If the TAKS Support Specialists feel additional intervention is needed, the campus administration will work with grade level teams and individual teachers.

All teachers on the campus are trained in administration of the TAKS test to identify proper procedures for test administration as well as how to report questionable situations observed during testing. These same procedures are adhered to in all testing situations on campus. Monitors are used when possible and both the administrative and counseling staff visit classrooms throughout the day during the administration of the TAKS tests.

Qualitative and Quantitative Data Collection Methods

Data will be collected throughout the grant term using the NISD Curriculum Management System, eGrade, Northside Elementary Academic Record (NEAR) System, and/or campus/district spreadsheets. Teachers will be made aware of their progress through regularly scheduled staff meetings and grade level team meetings.

Tracking for collaboration will be ongoing for the campus. Staff meetings, team planning meetings, staff developments, committee meetings, and specialist meetings will be held on a regular basis. Meeting sign-in sheets, minutes, and Electronic Registration Online (ERO) reports will be kept for all collaboration efforts. These documents will be kept by team leaders, facilitators, and the administrative staff and will be logged on a campus matrix tracked by the CIT and the campus administration.

Formative Evaluation

A formative evaluation will be undertaken at the end of the Fall semester. The evaluation will consist of an analysis of benchmark testing results for grades 5-8 and reading level growth for non-tested grades, coupled with quantitative analysis of collaboration effort data. In addition, feedback from program participants will be collected and analyzed in order to determine procedures that are effective and those which need to be refined. The evaluation results will be disseminated to grant coordinators and administrators at the campus and district level.

| | | |
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| For TEA Use Only Adjustments and/or annotations made on this have been confirmed with _____ by telephone/FAX on _____ by _____ of TEA. | TEXAS EDUCATION AGENCY Standard Application System (SAS) School Year 2008-2009 through 2009-2010 | _____ Neff MS Campus Name 015-915 County District No. _____ Amendment No |
|--|---|--|

Texas Educator Excellence Grant, Cycle 3
Schedule #5– Program Budget Summary

| | |
|---|-------------------------|
| Program Authority: House Bill 1, General Appropriations Act, Article III of the 80 th Legislature, 2007, Rider 72 | Fund Code 429 |
|---|-------------------------|

Project Period: October 1, 2008, through February 28, 2010

| Class/Object Code and Description | | | Program Costs | | Admin Costs | Total Budget |
|--|----|----------------|---------------------|----------------------|---------------------------------------|--------------|
| | | | Part I (Min 75%) | Part II (Max 25%) | (*Max 5% deducted from Part II Funds) | |
| Payroll Costs | 5B | 6100 | \$123,755 | \$40,540 | \$705 | \$165,000 |
| Professional and Contracted Services | 5C | 6200 | | \$0 | \$0 | \$0 |
| Supplies and Materials | 5D | 6300 | | \$0 | \$0 | \$0 |
| Other Operating Costs | 5E | 6400 | | \$0 | \$0 | \$0 |
| Debt Service | 5F | 6500 | | | | |
| Capital Outlay (Exclusive of 6619 and 6629) | 5G | 6600/ 15XX* | | \$0 | \$0 | \$0 |
| Building Purchase, Construction, or Improvements | 5H | 6629 | | | | |
| Total Direct Costs: | | | \$123,755 | \$40,540 | \$705 | \$165,000 |
| % Indirect Costs | | | | | | |
| Total Budgeted Costs: | | | \$123,755 | \$40,540 | \$705 | \$165,000 |

| | |
|--|-----------|
| Administrative Cost Calculation (*Must be deducted from Part II Funds) | |
| Enter total amount from Schedule #5 Budget Summary, Last Column, Total Budgeted Costs | \$165,000 |
| Multiply by 0.05 (5% maximum limit) or a lesser amount | X .02 |
| Enter Amount Allowable for Administrative Costs | \$3,300 |
| Part 1 Calculation (Min 75%): The amount above under Part 1 cannot be less than the amount listed here. | |
| Enter total amount from Schedule #5 Budget Summary, Last Column, Total Budgeted Costs x .75= | \$123,750 |
| Part 2 Calculation (25%) or (up to 20%) if maximum administrative costs are taken: | |
| Enter total amount from Schedule #5 Budget Summary, Last Column, Total Budgeted Costs x .25 or .20= | \$33,000 |

*15XX is used only by non-profit open enrollment charter schools.

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|---|--|---|
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|---|--|---|

Texas Educator Excellence Grant, Cycle 3

Schedule #5B—Payroll Costs (6100)

Budgeted Costs

| Employee Position Titles | #Full-Time Effort | #Part-Time Effort | Program Costs | | Admin Costs (*Part II Only) | Total Budget |
|---|--|-------------------|------------------|--------------------|-----------------------------|------------------|
| | | | Part I (Min 75%) | Part II (*Max 25%) | | |
| Part I Incentive Payments | | | | | | |
| 1 Classroom Teachers | 56 | | \$121,597 | | | \$121,597 |
| Part II Additional Incentives | | | | | | |
| 2 Principals | 1 | | | \$1,095 | | \$1,095 |
| 3 Vice Principal | 1 | | | \$1,100 | | \$1,100 |
| 4 Academic Dean | 1 | | | \$1,100 | | \$1,100 |
| 5 Assistant Principal | 1 | 1 | | \$1,500 | | \$1,500 |
| 6 Head Counselor | 1 | | | \$1,000 | | \$1,000 |
| 7 Math Coordinator | 1 | | | \$1,550 | | \$1,550 |
| 8 Counselor | 2 | | | \$1,650 | | \$1,650 |
| 9 Special Ed. Inclusion | 6 | | | \$4,800 | | \$4,800 |
| 10 Special Ed. Coordinator | 1 | | | \$800 | | \$800 |
| 11 ESL Coordinator | 1 | | | \$800 | | \$800 |
| 12 ESL Assistant | 0 | 1 | | \$340 | | \$340 |
| 13 CIT | 1 | | | \$700 | | \$700 |
| 14 Librarian | 1 | | | \$700 | | \$700 |
| 15 LSSP | 0 | 1 | | \$320 | | \$320 |
| 16 SE-IA Inclusion | 6 | | | \$2,400 | | \$2,400 |
| 17 Library Assistant | 1 | | | \$400 | | \$400 |
| Other Employee Positions | | | | | | |
| 18 Nurse | 1 | | | \$500 | | \$500 |
| 19 SE-IA-ADL | 6 | | | \$2,400 | | \$2,400 |
| 20 Speech Therapist | 0 | 1 | | \$200 | | \$200 |
| 21 Secretaries | 8 | | | \$3,200 | | \$3,200 |
| 22 Food Service Workers | 12 | | | \$4,800 | | \$4,800 |
| Custodians | 8 | | | \$2,800 | | \$2,800 |
| Campus Police Officer | 1 | | | \$400 | | \$400 |
| Grants Administrator | | 1 | | | \$705 | \$705 |
| Subtotal Employee Costs | | | \$121,597 | \$34,555 | \$705 | \$156,857 |
| Substitute, Extra-Duty, Benefits** | | | | | | |
| 23 6112 | Substitute Pay | | | | | |
| 24 6119 | Professional Staff Extra-Duty Pay | | | | | |
| 25 6121 | Support Staff Extra-Duty Pay | | | | | |
| 26 6140 | Employee Benefits** | | \$2,158 | \$5,985 | | \$8,143 |
| 27 | Subtotal Substitute, Extra-Duty, Benefits Costs | | \$2,158 | \$5,985 | | \$8,143 |
| 28 | Grand Total Payroll Budget (line 22 + line 27) | | \$123,755 | \$40,540 | | \$165,000 |

*Administrative costs can only be deducted from Part II funds.

**Indicate the benefit amounts to be charged to the grant.

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|---|---|---|
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|---|---|---|

Texas Educator Excellence Grant, Cycle 3

Schedule #5C - Professional and Contracted Services (6200)

Budgeted Costs

| Class/Object Code and Description | | | | Program Costs | | Admin Costs (*Part II Only) | Total Budget | |
|---|---|--------------------------------|--------------------------|-----------------------------|--------------------|-----------------------------|--------------|------------------------|
| | | | | Part I (Min 75%) | Part II (*Max 25%) | | | |
| 6200 | Services Provided by Internal Service Fund | | | | | | | |
| 6211 | Legal Services | | | | | | | |
| 6212 | Audit Services (OMB Circular, A-133 Audits) | | | | | | | |
| 6219 | Professional/Consulting Services | | | | | | | |
| | # | Topic or Area Addressed | Payment | | | | | |
| | 1 | | | | | | | |
| | 2 | | | | | | | |
| | 3 | | | | | | | |
| | 4 | | | | | | | |
| | 5 | | | | | | | |
| | 6 | | | | | | | |
| | 7 | | | | | | | |
| | 8 | | | | | | | |
| | 9 | | | | | | | |
| 10 | | | | | | | | |
| 6220 | Staff Tuition (6221/6222/6223/6229) | | | | | | | |
| 6239 | Education Service Center Services | | | | | | | |
| | <input type="checkbox"/> | Data Processing Services | <input type="checkbox"/> | | | | | Curriculum Development |
| | <input type="checkbox"/> | Evaluation Services | <input type="checkbox"/> | Staff Development | | | | |
| | <input type="checkbox"/> | Media Services | <input type="checkbox"/> | Other Services | | | | |
| 6249 | Contracted Maintenance and Repair of Equipment | | | | | | | |
| 6259 | Utilities | | | | | | | |
| 6269 | Rental/Lease of Equipment or Building Space | | | | | | | |
| | # | Type of Equipment/Space | Purpose | Rate and Calculation | | | | |
| | 1 | | | | | | | |
| | 2 | | | | | | | |
| | 3 | | | | | | | |
| | 4 | | | | | | | |
| | 5 | | | | | | | |
| | 6 | | | | | | | |
| | 7 | | | | | | | |
| | 8 | | | | | | | |
| | 9 | | | | | | | |
| 10 | | | | | | | | |
| 6299 | Miscellaneous Contracted Services | | | | | | | |
| Total | | | | | | | | |
| Professional and Contracted Services Budget: | | | | | | | \$0 | |

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|---|--|--|

Texas Educator Excellence Grant, Cycle 3

Program Budget

Schedule #5D - Supplies and Materials (6300)

Budgeted Costs

| Class/Object Code and Description | | Program Costs | | Admin Costs (*Part II Only) | Total Budget | |
|--|---|------------------|--------------------|-----------------------------|--------------|--|
| | | Part I (Min 75%) | Part II (*Max 25%) | | | |
| 6300 | Supplies and Materials | | | | | |
| 6310 | Maintenance and/or Operations Supplies and Materials | | | | | |
| 6320 | Textbooks and Other Reading Materials (6321/6329) | | | | | |
| 6339 | Testing Materials | | | | | |
| 6340 | District Food Service (6341/Food, 6342/Non-Food, 6349/Supplies) | | | | | |
| 6390 | General Supplies and Materials | | | | | |
| Subtotal | | | | | | |
| Program Supplies and Materials: | | | | | | |
| 6399 | Hardware and Equipment Not Capitalized | | | | | |
| Computer Hardware Not Capitalized | | | | | | |
| # | Type | Purpose | Quantity | | | |
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |
| 5 | | | | | | |
| 6 | | | | | | |
| 7 | | | | | | |
| 8 | | | | | | |
| Other Equipment Not Capitalized | | | | | | |
| # | Type | Purpose | Quantity | | | |
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |
| 5 | | | | | | |
| Subtotal | | | | | | |
| Hardware and Equipment Not Capitalized: | | | | | | |
| Grand Total | | | | | | |
| Supplies and Materials Budget: | | | | | \$0 | |

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| <p>For TEA Use Only Adjustments and/or annotations made on this have been confirmed with _____ by telephone/FAX on _____ by _____ of TEA.</p> | <p>TEXAS EDUCATION AGENCY Standard Application System (SAS)</p> <p>School Year 2008-2009 through 2009-2010</p> | <p>____Neff MS. Campus Name</p> <p>015-915 County District No.</p> <p>_____ Amendment No</p> |
|--|--|--|

Texas Educator Excellence Grant, Cycle 3
Schedule #5E - Other Operating Costs (6400)

Budgeted Costs

| | Class/Object Code and Description | Program Costs | | Admin Costs (*Part II Only) | Total Budget |
|-------------------------------------|---|------------------|--------------------|-----------------------------|--------------|
| | | Part I (Min 75%) | Part II (*Max 25%) | | |
| 6410 | Travel, Subsistence, Stipends | | | | |
| 6410 | Travel (6411/Employee, 6412/Student, 6419/Non-Employee) | | | | |
| | In-State Travel | | | | |
| | Out-of-State Travel | | | | |
| 6411 | Conferences/Workshops/Seminars/Registration Fees | | | | |
| | | | | | |
| 6413 | Stipends to Non-Employees | | | | |
| | | | | | |
| Subtotal | | | | | |
| | Travel, Subsistence, Stipends: | | | | |
| 6420 | Insurance Costs | | | | |
| 6429 | Property and Liability Insurance | | | | |
| Subtotal | | | | | |
| | Insurance Costs: | | | | |
| 6490 | Miscellaneous Operating Costs | | | | |
| 6494 | Transportation for Participants or Parents to/from Grant Activities (beyond the regular school day) | | | | |
| 6499 | Bid Notices, Newspaper Advertisements, etc. | | | | |
| | Food and Refreshments (non-District Food Services) | | | | |
| | Incentives for Participation and Awards for Recognition | | | | |
| | Membership Dues/Fees | | | | |
| | | | | | |
| | Reimbursement of Tuition and Related Fees | | | | |
| | | | | | |
| Other Miscellaneous Operating Costs | | | | | |
| Subtotal | | | | | |
| | Miscellaneous Operating Costs: | | | | \$0 |

| | | | |
|--------------------------------------|--|--|------------|
| Grand Total | | | |
| Other Operating Costs Budget: | | | \$0 |

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| <p>For TEA Use Only Adjustments and/or annotations made on this have been confirmed with _____ by telephone/FAX on _____ of TEA.</p> | <p>TEXAS EDUCATION AGENCY Standard Application System (SAS)</p> <p>School Year 2008-2009 through 2009-2010</p> | <p>_____ Neff MS Campus Name</p> <p>_____ 015-915 County District No.</p> <p>_____ Amendment No</p> |
|---|---|---|

Texas Educator Excellence Grant, Cycle 3
Schedule #5G - Capital Outlay (6600)

Budgeted Costs

| | Class/Object Code and Description | Quantity | Program Costs | | Admin Costs (*Part II Only) | Total Budget |
|-------------|--|----------|------------------|--------------------|-----------------------------|--------------|
| | | | Part I (Min 75%) | Part II (*Max 25%) | | |
| 6639 | Furniture, Equipment, Vehicles, or Software - \$5,000 or more per unit--Capitalized | | | | | |
| | Technology Hardware—List each item and the cost per item | | | | | |
| 1 | Item: | | | | | |
| | Purpose: | | | | | |
| | Purpose: | | | | | |
| | Technology Software—List each item and the cost per item | | | | | |
| 2 | Item: | | | | | |
| | Purpose: | | | | | |
| 3 | Item: | | | | | |
| | Purpose: | | | | | |
| | Other Capital Outlay \$5,000 or More | | | | | |
| 4 | Item: | | | | | |
| | Purpose: | | | | | |
| 5 | Item: | | | | | |
| | Purpose: | | | | | |
| 6649 | Capital Assets – District Defined under \$5,000—Capitalized | | | | | |
| | Technology Hardware—under \$5,000 per unit—capitalized | | | | | |
| 1 | Item: | | | | | |
| | Purpose: | | | | | |
| 2 | Item: | | | | | |
| | Purpose: | | | | | |
| 3 | Item: | | | | | |
| | Purpose: | | | | | |
| | Technology Software—under \$5,000 per unit—capitalized | | | | | |
| 4 | Item: | | | | | |
| | Purpose: | | | | | |
| 5 | Item: | | | | | |
| | Purpose: | | | | | |
| 6 | Item: | | | | | |
| | Purpose: | | | | | |
| | Other Capital Assets under | | | | | |

| | | | | | | |
|------|--|--|--|--|--|-----|
| | \$5,000 | | | | | |
| 7 | Item: | | | | | |
| | Purpose: | | | | | |
| | Purpose: | | | | | |
| 6669 | Library Books and Library Media—Catalogued and Controlled by Library | | | | | |
| 8 | Purpose: | | | | | |
| | Capital Outlay Budget | | | | | \$0 |

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| SCHEDULE #6A GENERAL PROVISIONS & ASSURANCES | TEXAS EDUCATION AGENCY Standard Application System (SAS) School Year 2008-2009 through 2009-2010 | County-District No. <u>015-915</u> |
| Texas Educator Excellence Grant, Cycle 3 | | |

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

- A. Terms defined:** As used in these Provisions and Assurances,
- Contract means the entire document, and all of TEA's attachments, appendices, schedules (including but not limited to the General Provisions and the Special Provisions), amendments and extensions of or to the Standard Contract;
- Agency or TEA means the Texas Education Agency;
- Contractor means the party or parties to this contract other than Agency; including its or their officers, directors, employees, agents, representatives, consultants and subcontractors, and subcontractors' officers, directors, employees, agents, representatives and consultants;
- Project Administrator means the person representing Agency or Contractor, as indicated by the contract, for the purposes of administering the contract project;
- Contract Project means the purpose intended to be achieved through the contract of which these Provisions and Assurances are a part;
- Applicant means the same as Contractor;
- SAS means the Standard Application System of which the application document is a part;
- "Application" means the entire package submitted by the Applicant including the schedules contained in the application and so indicated on the General Information page of the application package;
- Amendment means an application that is revised in budget categories and/or in program activities. It includes both the original application and any subsequent amendments; or extensions thereto;
- Works means all tangible or intangible material, products, ideas, documents or works of authorship prepared or created by Contractor for or on behalf of TEA at any time after the beginning date of the Contract (Works includes but is not limited to computer software, data, information, images, illustrations, designs, graphics, drawings, educational materials, assessment forms, testing materials, logos, trademarks, patentable materials, etc.); and,
- Intellectual Property Rights* means the worldwide intangible legal rights or interests evidenced by or embodied in: (a) any idea, design, concept, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (b) any work of authorship, including any copyrights, moral rights or neighboring rights; (c) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (d) domain name registrations; and (e) any other similar rights. The Intellectual Property Rights of a party include all worldwide intangible legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.
- Grant means the same as Contract;
- Grantee means the same as Contractor;
- Grantor means the same as Agency; and
- DCC means the Document Control Center of Agency.
- B. Contingency:** This contract is executed by Agency subject to the availability of funds appropriated by legislative act for the purposes stated. All amendments and/or extensions or subsequent contracts entered into for the same or continued purposes are executed contingent upon the availability of appropriated funds. Notwithstanding any other provision in this contract or any other document, this contract is void upon appropriated funds becoming unavailable. In addition, this contract may be terminated by Agency at any time for any reason upon notice to Contractor. Expenditures and/or activities for which Contractor may claim reimbursement shall not be accrued or claimed subsequent to receipt of such notice from Agency. This contract may be extended or otherwise amended only by formal written amendment properly executed by both Agency and Contractor. No other agreement, written or oral, purporting to alter or amend this contract shall be valid.
- C. Contractor's Application:** Furnished to Agency in response to a request for application, is incorporated in this contract by reference for all necessary purposes. It is specifically provided, however, that the provisions of this contract shall prevail in all cases of conflict arising from the terms of Contractor's application whether such application is a written part of this contract or is attached as a separate document.
- D. Requirements, Terms, Conditions, and Assurances:** Which are stated in the Request for Application, in response to which Applicant is submitting this application, are incorporated herein by reference for all purposes although the current General Provisions shall prevail in the event of conflict. The instructions to the Standard Application System are incorporated herein by reference.

| | | |
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| SCHEDULE #6A—cont. GENERAL PROVISIONS & ASSURANCES | TEXAS EDUCATION AGENCY Standard Application System (SAS) School Year 2008-2009 through 2009-2010 | County-District No. <u>015-915</u> |
| Texas Educator Excellence Grant, Cycle 3 | | |

- E. Signature Authority:** Applicant certifies that the person signing this application has been properly delegated this authority. The Contract represents the final and complete expression of the terms of agreement between the parties. The Contract supersedes any previous understandings or negotiations between the parties. Any representations, oral statements, promises or warranties that differ from the Contract shall have no force or effect. The Contract may be modified, amended or extended only by formal written amendment properly executed by both TEA and Contractor.
- F. State of Texas Laws:** In the conduct of the contract project, Contractor shall be subject to Texas State Board of Education and Commissioner rules pertaining to this contract and the contract project and to the laws of the State of Texas governing this contract and the contract project. This contract constitutes the entire agreement between Agency and Contractor for the accomplishment of the contract project. This contract shall be interpreted according to the laws of the State of Texas except as may be otherwise provided for in this contract.
- G. Monitoring:** Desk reviews or on-site monitoring reviews may be conducted by Agency to determine compliance with the approved application and the applicable statute(s), law(s), regulations, and guidelines.
- H. Sanctions for Failure to Perform or for Noncompliance:** If Contractor, in Agency's sole determination, fails or refuses for any reason to comply with or perform any of its obligations under this contract, Agency may impose such sanctions as it may deem appropriate. This includes but is not limited to the withholding of payments to Contractor until Contractor complies; the cancellation, termination, or suspension of this contract in whole or in part; and the seeking of other remedies as may be provided by this contract or by law. Any cancellation, termination, or suspension of this contract, if imposed, shall become effective at the close of business on the day of Contractor's receipt of written notice thereof from Agency.
- I. Contract Cancellation, etc.:** If this contract is canceled, terminated, or suspended by Agency prior to its expiration date, the reasonable monetary value of services properly performed by Contractor pursuant to this contract prior to such cancellation, termination or suspension shall be determined by Agency and paid to Contractor as soon as reasonably possible.
- J. Indemnification:**
For local educational agencies (LEAs), regional education service centers (ESCs), and institutions of higher education (IHEs) and state agencies: Contractor, to the extent permitted by law, shall hold Agency harmless from and shall indemnify Agency against any and all claims, demands, and causes of action of whatever kind or nature asserted by any third party and occurring or in any way incident to, arising from, or in connection with, any acts of Contractor, its agents, employees, and subcontractors, done in the conduct of the contract project.
For all other grantees, subgrantees, contractors, and subcontractors, including nonprofit organizations and for-profit businesses: Contractor shall hold Agency harmless from and shall indemnify Agency against any and all claims, demands, and causes of action of whatever kind or nature asserted by any third party and occurring or in any way incident to, arising from, or in connection with, any acts of Contractor, its agents, employees, and subcontractors, done in the conduct of the contract project.
- K. Encumbrances/Obligations:**
For Discretionary Programs: All encumbrances shall occur on or between the beginning and ending dates of the contract. All goods must be received and services rendered and subsequently liquidated (recorded as an expenditure or accounts payable) within the contract dates. In no manner shall encumbrances be considered or reflected as accounts payable or as expenditures. Obligations that are liquidated and recognized as expenditures must meet the allowable cost principles in OMB Circular A-87, A-21, or A-122 (as applicable) and program rules, regulations, and guidelines contained elsewhere.
For Formula Programs: All encumbrances shall occur on or between the beginning and ending dates of the contract. Contractor must liquidate (record as an expenditure) all obligations (encumbrances) incurred under the contract not later than 30 days after the end of the contract (or as specified in a program regulation, the standard application system rules, or a request for application) to coincide with the submission of the final expenditure report, due 45 days after the end of the contract. "Obligations" mean the amounts of orders placed, contracts and sub-grants awarded, goods and services received, and similar transactions during a given period that will require payment by the contractor during the same or a future period. Obligations representing orders placed are reflected in the accounting records as encumbrances. In no manner shall encumbrances be considered or reflected as accounts payable or as expenditures.

| | | |
|---|---|---------------------------------------|
| SCHEDULE #6A—cont. GENERAL PROVISIONS & ASSURANCES | TEXAS EDUCATION AGENCY Standard Application System (SAS) School Year 2008-2009 through 2009-2010 | County-District No. <u>015-915</u> |
| Texas Educator Excellence Grant, Cycle 3 | | |

Obligations that are liquidated and recognized as expenditures must meet the allowable cost principles in OMB Circular A-87, A-21, or A-122 (as applicable) and program rules, regulations, and guidelines contained elsewhere.

- L. **Financial Management and Accounting:** Grantee assures it will maintain a financial management system that provides for accurate, current, and complete disclosure of the financial results of each grant project. The financial management system records will identify adequately the source and application of funds and will contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays (i.e., expenditures), income, and interest. Fiscal control and accounting procedures will permit the tracing of funds to a level of expenditure adequate to establish that funds have been used in accordance with the approved grant application. The applicant agrees to maintain effective control over and accountability for all funds, property, and other assets. Public school districts, open enrollment charter schools, and regional education service centers in Texas must comply with the accounting requirements in the Financial Accounting and Reporting module of the *Financial Accountability System Resource Guide*, Texas Education Agency (34 CFR 74.21; 34 CFR 80.20; TEA *Financial Accountability System Resource Guide*).
- M. **Expenditure Reports:** Contractor shall submit expenditure reports in the time and manner requested by Agency as specified in the instructions to the Standard Application System (SAS) which are incorporated by reference. Unless otherwise specified, interim reports are due to TEA within 15 days after the end of each reporting period. The final expenditure report is due within 30 days after the ending date of the grant. Revised expenditure reports, where the grantee is claiming additional expenditures beyond that originally requested, must be submitted within 60 days after the ending date of the grant.
- N. **Refunds Due to TEA:** If Agency determines that Agency is due a refund of money paid to Contractor pursuant to this contract, Contractor shall pay the money due to Agency within 30 days of Contractor's receipt of written notice that such money is due to Agency. If Contractor fails to make timely payment, Agency may obtain such money from Contractor by any means permitted by law, including but not limited to offset, counterclaim, cancellation, termination, suspension, total withholding, and/or disapproval of all or any subsequent applications for said funds.
- O. **Records Retention:** Contractor shall maintain its records and accounts in a manner which shall assure a full accounting for all funds received and expended by Contractor in connection with the contract project. These records and accounts shall be retained by Contractor and made available for programmatic or financial audit by Agency and by others authorized by law or regulation to make such an audit for a period of not less than five years from the date of completion of the contract project or the date of the receipt by Agency of Contractor's final claim for payment or final expenditure report in connection with this contract, whichever is later. If an audit has been announced, the records shall be retained until such audit has been completed.

Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirements to cooperate is included in any subcontract it awards.
- P. **Time and Effort Recordkeeping:** For those personnel whose salaries are prorated between or among different funding sources, time and effort records will be maintained by Applicant that will confirm the services provided within each funding source. Applicant must adjust payroll records and expenditures based on this documentation. This requirement applies to all projects, regardless of funding source, unless otherwise specified. For federally funded projects, time and effort records must be in accordance with the requirements in the applicable OMB cost principles.
- Q. **Forms, Assurances, and Reports:** Contractor shall timely make and file with the proper authorities all forms, assurances and reports required by federal laws and regulations. Agency shall be responsible for reporting to the proper authorities any failure by Contractor to comply with the foregoing laws and regulations coming to Agency's attention, and may deny payment or recover payments made by Agency to Contractor in the event of Contractor's failure so to comply.

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| SCHEDULE #6A—cont. GENERAL PROVISIONS & ASSURANCES | TEXAS EDUCATION AGENCY Standard Application System (SAS) School Year 2008-2009 through 2009-2010 | County-District No. <u>015-915</u> |
| Texas Educator Excellence Grant, Cycle 3 | | |

R. Intellectual Property Ownership: Contractor agrees that all Works are, upon creation, works made for hire and the sole property of TEA. If the Works are, under applicable law, not considered works made for hire, Contractor hereby assigns to TEA all worldwide ownership of all rights, including the Intellectual Property Rights, in the Works, without the necessity of any further consideration, and TEA can obtain and hold in its own name all such rights to the Works. Contractor agrees to maintain written agreements with all officers, directors, employees, agents, representatives and subcontractors engaged by Contractor for the Contract Project, granting Contractor rights sufficient to support the performance and grant of rights to TEA by Contractor. Copies of such agreements shall be provided to TEA promptly upon request.

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

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

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

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

S. Unfair Business Practices: Unfair Business Practices: By signing this Contract, Contractor, if other than a state agency, certifies that Contractor, within the preceding 12 months, has not been found guilty, in a judicial or state agency administrative proceeding, of unfair business practices. Contractor, if other than a state agency, also certifies that no officer of its company has, within the preceding 12 months, served as an officer in another company which has been found, in a judicial or state agency administrative proceeding, to be guilty of unfair business practices.

Contractor, whether a state agency or not a state agency, certifies that no funds provided under this Contract shall be used to purchase supplies, equipment, or services from any companies found to be guilty of unfair business practices within 12 months from the determination of guilt.

T. Subcontracting: Contractor shall not assign or subcontract any of its rights or responsibilities under this contract, except as may be otherwise provided for in this application, without prior formal written amendment to this contract properly executed by both Agency and Contractor.

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| SCHEDULE #6A—cont. GENERAL PROVISIONS & ASSURANCES | TEXAS EDUCATION AGENCY Standard Application System (SAS) School Year 2008-2009 through 2009-2010 | County-District No. 015-915 |
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- U. Use of Consultants:** Notwithstanding any other provision of this application, Applicant shall not use or pay any consultant in the conduct of this application if the services to be rendered by any such consultant can be provided by Applicant's employees.
- V. Capital Outlay:** If Contractor purchases capital outlay (furniture and/or equipment) to accomplish the objective(s) of the project, title will remain with Contractor for the period of the contract. Agency reserves the right to transfer capital outlay items for contract noncompliance during the contract period or as needed after the ending date of the contract. This provision applies to any and all furniture and/or equipment regardless of unit price and how the item is classified in Contractor's accounting record.
- W. Agency Property (terms):** In the event of loss, damage or destruction of any property owned by or loaned by Agency while in the custody or control of Contractor, its employees, agents, consultants or subcontractors, Contractor shall indemnify Agency and pay to Agency the full value of or the full cost of repair or replacement of such property, whichever is the greater, within 30 days of Contractor's receipt of written notice of Agency's determination of the amount due. This applies whether the property is developed or purchased by Contractor pursuant to this contract or is provided by Agency to Contractor for use in the contract project. If Contractor fails to make timely payment, Agency may obtain such money from Contractor by any means permitted by law, including but not limited to offset or counterclaim against any money otherwise due to Contractor by Agency.
- X. Travel Costs:** Amounts authorized for maximum recovery for travel and per diem costs against any state or federal funding source are restricted to those amounts which are approved in the State of Texas Appropriations Bill in effect for the particular funding period. Any amount over this limit must come from local funding sources. Applicant must recover funds at a lesser rate if local policy amounts are less than the maximum allowed by the state. Out-of-state travel may not exceed the federal government rate for the locale. Travel allowances are not allowable costs.
- Y. Funds for Religious Worship, Instruction:** No funds will be used to pay for religious worship, instruction, or proselytization, or for any equipment or supplies for such, or for any construction, remodeling, repair, operation, or maintenance of any facility or part of a facility to be used for religious worship, instruction, or proselytization (34 CFR 76.532 and P. L. 107-110, section 9505).
- Z. Disclosure of Gifts and Campaign Contributions:** The grantee shall file disclosures of gifts and campaign contributions as required by State Board of Education Operating Rule 4.3, which is incorporated as if set out in full. The grantee has a continuing obligation to make disclosures through the term of the contract. Failure to comply with State Board of Education Operating Rule 4.3 is grounds for canceling the grant.
- AA. Submission of Audit Reports to TEA: Grantees which are public school districts and open enrollment charter schools** agree to submit the required annual audit report, including the reporting package required under OMB Circular A-133, if an audit is required to be conducted in accordance with OMB Circular A-133, to the TEA Division of School Financial Audits in the time and manner requested by the Agency.

Grantees which are **nonprofit organizations (other than charter schools) and universities/colleges** that expend \$500,000 or more total in federal awards in any fiscal year and are thus required to conduct a Single Audit or program-specific audit in accordance with the requirements in OMB Circular A-133, agree to submit a copy of such audit to TEA when the schedule of findings and questioned costs disclosed audit findings relating to any federal awards provided by TEA. A copy of such audit shall also be submitted to TEA if the summary schedule of prior audit findings reported the status of any audit findings relating to any federal awards provided by TEA.

A nonprofit organization or university/college grantee shall provide written notification to TEA that an audit was conducted in accordance with OMB Circular A-133 when the schedule of findings and questioned costs disclosed no audit findings related to any federal awards provided by TEA or when the summary schedule of prior audit findings did not report on the status of any prior audit findings related to any federal awards provided by TEA. Nonprofit organizations (other than charter schools) and universities/colleges shall submit the audit report to the TEA Division of Discretionary Grants. Audit reports must be submitted to TEA within 30 days of receipt of the report from the auditor. Failure to submit a copy of the audit to TEA could result in a reduction of funds paid to the grantee, a refund to TEA, termination of the grant, and/or ineligibility to receive additional grant awards from TEA.
- BB. Federal Rules, Laws, and Regulations That Apply to all Federal Programs:** Contractor shall be subject to and shall abide by all federal laws, rules and regulations pertaining to the contract project, including but not limited to:

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| SCHEDULE #6A—cont. GENERAL PROVISIONS & ASSURANCES | TEXAS EDUCATION AGENCY Standard Application System (SAS) School Year 2008-2009 through 2009-2010 | County-District No. 015-915 |
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1. **Americans With Disabilities Act**, P. L. 101-336, 42 U.S.C. sec. 12101, and the regulations effectuating its provisions contained in 28 CFR Parts 35 and 36, 29 CFR Part 1630, and 47 CFR Parts 0 and 64;
2. **Title VI of the Civil Rights Act of 1964**, as amended (prohibition of discrimination by race, color, or national origin), and the regulations effectuating its provisions contained in 34 CFR Part 100;
3. **Title IX of the Education Amendments of 1972**, as amended (prohibition of sex discrimination in educational institutions) and the regulations effectuating its provisions contained in 34 CFR Part 106, if Contractor is an educational institution;
4. **Section 504 of the Rehabilitation Act of 1973**, as amended (nondiscrimination on the basis of handicapping condition), and the regulations effectuating its provisions contained in 34 CFR Part 104 and 105;
5. the **Age Discrimination Act of 1975**, as amended (prohibition of discrimination on basis of age), and any regulations issued thereunder, including the provisions contained in 34 CFR Part 110;
6. the **Family Educational Rights and Privacy Act (FERPA) of 1975**, as amended (ensures access to educational records for students and parents while protecting the privacy of such records), and any regulations issued thereunder, including **Privacy Rights of Parents and Students (34 CFR Part 99)**, if Contractor is an educational institution (20 USC 1232g);
7. Section 509 of H.R. 5233 as incorporated by reference in P. L. 99-500 and P. L. 99-591 (**prohibition against the use of federal grant funds to influence legislation pending before Congress**);
8. **Pro-Children Act of 2001**, which states that no person shall permit smoking within any indoor facility owned or leased or contracted and utilized for the provision of routine or regular kindergarten, elementary, or secondary education or library services to children [P. L. 107-110, Section 4303(a)]. In addition, no person shall permit smoking within any indoor facility (or portion of such a facility) owned or leased or contracted and utilized for the provision of regular or routine health care or day care or early childhood development (Head Start) services [P. L. 107-110, Section 4303(b)(1)]. Any failure to comply with a prohibition in this Act shall be considered to be a violation of this Act and any person subject to such prohibition who commits such violation may be liable to the United States for a civil penalty, as determined by the Secretary of Education (P. L. 107-110, Section 4303(e)(1)).
9. **Fair Labor Standards Act (29 USC 207), Davis Bacon Act (40 USC 276(a), and Contract Work Hours and Safety Standards Act (40 USC 327 et seq.)**, as applicable, and their implementing regulations in 29 CFR 500-899, 29 CFR Parts 1,3,5, and 7, and 29 CFR Parts 5 and 1926, respectively.
10. **Buy America Act**: Contractor certifies that it is in compliance with the Buy America Act in that each end product purchased under any federally funded supply contract exceeding \$2,500 is considered to have been substantially produced or manufactured in the United States. End products exempt from this requirement are those for which the cost would be unreasonable, products manufactured in the U. S. that are not of satisfactory quality, or products for which the agency head determines that domestic preference would be inconsistent with the public interest. Contractor also certifies that documentation will be maintained that documents compliance with this requirement (FAR 25.1-.2).
11. P.L. 103-227, Title X, Miscellaneous Provisions of the GOALS 2000: Educate America Act; P.L. 103-382, Title XIV, General Provisions of the Elementary and Secondary Education Act, as amended; and General Education Provisions Act, as amended.

CC. Federal Regulations Applicable to All Federal Programs:

1. **For Local Educational Agencies (LEAs)**: 28 CFR 35 Subparts A-E, 28 CFR 36 Subparts C & D, Appendix A, 29 CFR 1630, 34 CFR 75 or 76 as applicable, 77, 79, 80, 81, 82, 85, 99, 104, 47 CFR 0 and 64, and OMB Circulars A-87 (Cost Principles), A-133 (Audits), and A-102 (Uniform Administrative Requirements);
2. **For Education Service Centers (ESCs)**: 28 CFR 35 Subparts A-E, 28 CFR 36 Subparts C & D, Appendix A, 29 CFR 1630, 34 CFR 75 or 76 as applicable, 77, 79, 80, 81, 82, 85, 99, 104, 47 CFR 0 and 64, and OMB Circulars A-87 (Cost Principles), A-133 (Audits), and A-102 (Uniform Administrative Requirements);
3. **For Institutions of Higher Education (IHEs)**: 28 CFR 35 Subparts A-E, 28 CFR 36 Subparts C & D, Appendix A, 29 CFR 1630, 34 CFR 74, 77, 79, 81, 82, 85, 86, 99, 104, 47 CFR 0 and 64, and OMB Circulars A-21 (Cost Principles), A-133 (Audits), and A-110 (Uniform Administrative Requirements);
4. **For Nonprofit Organizations**: 28 CFR 35 Subparts A-E, 28 CFR 36 Subparts C & D, Appendix A, 29 CFR 1630, 34 CFR 74, 77, 79, 81, 82, 85, 99, 104, 47 CFR 0 and 64, and OMB Circulars A-122 (Cost Principles), A-133 (Audits), and A-110 (Uniform Administrative Requirements);
5. **For State Agencies**: 28 CFR 35 Subparts A-E, 28 CFR 36 Subparts C & D, Appendix A, 29 CFR 1630, 34 CFR 76, 80, 81, 82, 85, 99, 104, 47 CFR 0 and 64, OMB Circulars A-87 (Cost Principles), A-133 (Audits), and A-102 (Uniform Administrative Requirements); and
6. **For Commercial (for-profit) Organizations**: 29 CFR 1630 and 48 CFR Part 31.

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

1. **Participation in Planning:** Applicant will provide reasonable opportunities for the participation by teachers, parents, and other interested parties, organizations, and individuals in the planning for and operation of each program described in this application (20 USC 1232(e)).
 2. **Availability of Information:** Any application, evaluation, periodic program plan, or report relating to each program described in this application will be made readily available to parents and other members of the general public (20 USC 1232(e)).
 3. **Sharing of Information:** Contractor certifies that it has adopted effective procedures for acquiring and disseminating to teachers and administrators participating in each program described in this application significant information from educational research, demonstrations, and similar projects, and for adopting, where appropriate, promising educational practices developed through such projects (20 USC 1232(e)).
 4. **Prohibition of Funds for Busing:** The applicant certifies that no federal funds (except for funds appropriated specifically for this purpose) will be used for the transportation of students or teachers (or for the purchase of equipment for such transportation) in order to overcome racial imbalance in any school or school system, or for the transportation of students or teachers (or for the purchase of equipment for such transportation) in order to carry out a plan of racial desegregation of any school or school system (20 USC 1228).
 5. **Direct Financial Benefit:** Contractor certifies that funds expended under any federal program will not be used to acquire equipment (including computer software) in any instance in which such acquisition results in a direct financial benefit to any organization representing the interests of the purchasing entity or its employees or any affiliate of such an organization [20 USC 1232(b)(8)].
- EE.** Payment for service(s) described in this Contract is contingent upon satisfactory completion of the service(s). Satisfaction will be determined by TEA's Project Administrator, in his sole discretion but in accordance with reasonable standards and upon advice of his superiors in TEA, if necessary.
- FF. Family Code Applicability:** By signing this Contract, Contractor, if other than a state agency, certifies that under Section 231.006, Family Code, that Contractor is not ineligible to receive payment under this Contract and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate. TEA reserves the right to terminate this Contract if Contractor is found to be ineligible to receive payment. If Contractor is found to be ineligible to receive payment and the Contract is terminated, Contractor is liable to TEA for attorney's fees, the costs necessary to complete the Contract, including the cost of advertising and awarding a second contract, and any other damages or relief provided by law or equity.
- GG. Interpretation:** In the case of conflicts arising in the interpretation of wording and/or meaning of various sections, parts, Appendices, General Provisions, Special Provisions, Exhibits, and Attachments or other documents, the TEA Contract and its General Provisions, Appendices and Special Provisions shall take precedence over all other documents which are a part of this contract.
- HH. Registered Lobbyists:** No state or federal funds transferred to a contractor/grantee may be used to hire a registered lobbyist.
- II. Test Administration and Security:** This contract is executed by Agency subject to assurance by Contractor that it has at all times been and shall remain in full compliance with Title 19, Texas Administrative Code Chapter 101, and all requirements and procedures for maintaining test security specified in any test administration materials in the possession or control of Contractor, or any school, campus, or program operated by Contractor. Notwithstanding any other provision in this contract or any other document, this contract is void upon notice by Agency, in its sole discretion, that Contractor or any school, campus, or program operated by Contractor has at any time committed a material violation of Title 19, Texas Administrative Code Chapter 101, or any requirement or procedure for maintaining test security specified in any test administration materials in the possession or control of Contractor, or any school, campus, or program operated by Contractor. Expenditures and/or activities for which Contractor may claim reimbursement shall not be accrued or claimed subsequent to receipt of such notice from Agency.

Rev. 08/06

The signing of Schedule #1 - General Information by applicant indicates acceptance of and compliance with all requirements described on this schedule.

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Texas Education Agency
William B. Travis Building
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This acknowledges receipt of your application submitted under the Request for Application for: *Texas Educator Excellence Grant, Cycle 3, RFA# 701-07-127.*

Please reference the Document Control Number shown below in all correspondence regarding this application.

Applicant's Contact Person *(To be completed by applicant)*

Document Control Number *(Assigned by TEA)*

CUT ALONG DOTTED LINE AND ATTACH TO FIRST COPY OF APPLICATION

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Please print this page and preceding page (front/back) on card stock (US Postal Service requirement for postcards) so that we may mail it to the appropriate person.

Application Receipt Acknowledgment

This postcard is provided to expedite the notification of receipt of your application in the Texas Education Agency's Document Control Center. Cut out and self-address this postcard on the reverse side so that it will be returned to the proper person at your organization. Indicate any information that would be helpful to you in identifying this application.

Attach the postcard to the first copy of your application. This postcard will be returned to you with the Document Control Number that will be assigned by the Texas Education Agency.

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