

PART 4: STANDARD APPLICATION SYSTEM (SAS)

IMPORTANT



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

<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: Karen Harmon Grant Manager Discretionary Grants Texas Education Agency 1701 N. Congress Ave. Austin, TX 78701-1494 (512) 463-9181 karen.harmon@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. by _____ of TEA.	TEXAS EDUCATION AGENCY Standard Application System (SAS) School Year 2008-2009 through 2009-2010	Fort Stockton ISD _____ 186902 Organization Name County District No.
		Fort Stockton High School _____ Campus Name 9-Digit Vendor ID# 18 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	X	<input type="checkbox"/>
5C	Professional and Contracted Services 6200	<input type="checkbox"/>	<input type="checkbox"/>
5D	Supplies and Materials 6300	<input type="checkbox"/>	<input type="checkbox"/>
5E	Other Operating Costs 6400	<input type="checkbox"/>	<input type="checkbox"/>
5G	Capital Outlay 6600/15XX (Exclusive of 6619 and 6629)	X	<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
Ron		Mayfield	Superintendent
Phone	Fax	Email	Signature (blue ink preferred)
432-336-4000	432-336-4008	Ron.mayfield@fsisd.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)

<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) School Year 2008-2009 through 2009-2010</p>	<p><u>Fort Stockton High School</u> Campus Name <u>186902</u> County District No. _____ Amendment No.</p>
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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				
Fort Stockton Independent School District				
Mailing Address Line - 1	Mailing Address Line - 2	City	State	Zip Code
101 West Division		Fort Stockton	Texas	79735
Campus Name			Campus Number	
Fort Stockton High School			186902-001	
Mailing Address Line - 1	Mailing Address Line - 2	City	State	Zip Code
1200 West 17 th Street		Fort Stockton	Texas	79735

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	
Gregory		Nelson	Principal	
Telephone	Fax	Email		
432-336-4101	432-336-4113	Gregory.nelson@fsisd.net		
Mailing Address Line - 1	Mailing Address Line - 2	City	State	Zip Code
1200 West 17 th Street		Fort Stockton	Texas	79735

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	
Debbie		Henderson	Curriculum Director	
Telephone	Fax	E-mail		
432-290-5584	432-336-4049	Debbie.henderson@fsisd.net		
Mailing Address Line - 1	Mailing Address Line - 2	City	State	Zip Code
1200 West 2 nd Street		Fort Stockton	Texas	79735

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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 _____ of TEA.</p>	<p>TEXAS EDUCATION AGENCY Standard Application System (SAS)</p> <p>School Year 2008-2009 through 2009-2010</p>	<p><u>Fort Stockton High School</u> Campus Name</p> <p style="text-align: center;"><u>186902</u> County District No.</p> <p style="text-align: right;">_____ Amendment No</p>
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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 #5 — Program Budget Summary |
| <input type="checkbox"/> Schedule #3 —Purpose of Amendment | <input type="checkbox"/> Schedule #5B — Payroll Costs 6100 |
| <input type="checkbox"/> Schedule #4 — Program Requirements | <input type="checkbox"/> Schedule #5C — Professional and Contracted Services 6200 |
| <input type="checkbox"/> Schedule #4B — Part I Campus Incentive Plan | <input type="checkbox"/> Schedule #5D — Supplies and Materials 6300 |
| <input type="checkbox"/> Schedule #4B —Part II Campus Incentive Plan | <input type="checkbox"/> Schedule #5E — Other Operating Costs 6400 |
| <input type="checkbox"/> Schedule #4B — Additional Program Requirements | <input type="checkbox"/> Schedule #5G — Capital Outlay 6600 (Exclusive of 6619 and 6629) |
| <input type="checkbox"/> Schedule #4C — Performance Assessment and Evaluation | |

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

From Ending Date:		To Extended Date:	
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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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<p align="center">Texas Educator Excellence Grant, Cycle 3 Schedule #4—Program Requirements</p>		
<p>Part 1: Grant Program Information (continued)</p>		
<p>Summary of Program</p>		
<p>Allowable Activities</p>		
<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. 		

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<p>Texas Educator Excellence Grant, Cycle 3</p>		
<p>Schedule #4—Program Requirements</p>		
<p>Part 2: Request to Use Approved TEEG, Cycle 2 Plan for TEEG, Cycle 3 Grant Period</p>		
<p>1. xx</p>	<p>The applicant did not have an approved TEEG, Cycle 2 Incentive Plan and will complete the TEEG, Cycle 3 application and requirements or the applicant will not be use their previously approved TEEG, Cycle 2 Incentive Plan.</p>	
<p>2. <input type="checkbox"/></p>	<p>The campus chooses to use their approved TEEG, Cycle 2 Incentive Plan (including the contingency plans) for the TEEG, Cycle 3 grant period. The campus certifies that there are no changes to their approved TEEG, Cycle 2 plan. The approved TEEG, Cycle incentive plan shall remain posted during the TEEG, Cycle 3 grant period.</p> <p>Campus approval, campus-level decision-making committee approval, district-level decision-making committee, presentation to the board and/or board approval of the incentive plan is required. The applicant must complete Schedule #4B, Part 3: Evidence of Campus Committee Participation and District Committee and Board Participation.</p> <p>The applicant can skip Schedules #4B through #4C, except Schedule #4B, Part 3: Evidence of Campus Committee, District Committee, and Board Participation and complete Schedule #5 – Program Budget Summary and Supporting Budget Schedules (#5B - #5G).</p>	
<p>3. <input type="checkbox"/></p>	<p>The campus chooses to use their previously approved TEEG, Cycle 2 plan for the TEEG, Cycle 3 grant period with minor changes.</p> <p>Additional campus approval, campus-level decision-making committee approval, district-level decision-making committee, presentation to the board and/or board approval of the incentive plan must be obtained if there are changes to incentive plan criteria and/or contingency plans for Part I and/or Part II. The revised plan must also be posted for the entire TEEG, Cycle 3 grant period.</p> <p>The applicant can will complete Schedules #4B through #4C indicating changes and complete Schedule #5 – Program Budget Summary and Supporting Budget Schedules (#5B - #5G).</p> <p><u>Summary of Changes:</u></p>	

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Texas Educator Excellence Grant, Cycle 3		
Schedule #4B–Program Description: Project Management		
<p>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).</p>		
Partnership/Involvement of Classroom Teachers and Others		
<p>The planning committee was formed from the Campus Improvement Team membership. Preliminary TEEG information was shared with the entire CIT on September 24, 2007. At the November 19, 2007 meeting, the grant sub-committee was formed. It is comprised of 4 classroom teachers, 1 instructional assistant, 1 community member, 1 district representative (who served as the district site coordinator), and the principal. In December, 2007, general TEEG grant information was given to each member of the sub-group. This packet included the timeline, TEEG Fact Sheet and model plans for Part I and Part II funds. On February 18, 2008, the committee met to begin the development process. In order to gain input for the entire campus, an electronic survey was made available from February 25 – March 6, 2008.</p> <p>The final proposal was taken before the CIT on March 24, 2008. The teachers picked up their ballot from the campus secretary on March 27. Votes were tallied on March 31, 2008. Following approval by the district improvement committee, the plan was posted on the district webpage for public viewing. It was presented to the board at the April 28, 2008 FSISD Board Meeting.</p>		
Management of Grant Activities		
<p>The campus administrator (or his designee) and/or the SIRT (School Improvement Resource Team) will monitor the grant activities on a day-to-day basis. The district business manager and district site coordinator will work with the campus administrator to ensure all eligible funds are distributed appropriately based on established criteria.</p> <p>This group will be responsible for collecting data for Part I – Criteria 1 (performance activities) following each six week reporting period. Part I – Criteria 2 will be collected following each cadre meeting. Cadres will meet at least once a month, for a 10 month period.</p> <p>Part II activities will be monitored monthly through the Cadre meeting notes which will reflect members' attendance.</p>		

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<p align="center">Texas Educator Excellence Grant, Cycle 3</p>		
<p align="center">Schedule #4B–Program Description: Project Management</p>		
<p>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).</p>		
<p>Internal Communications, Coordination, and Reporting</p>		
<p>The principal will work closely with the staff to ensure implementation of the grant activities. There will be close communication with the Superintendent's Office and the Business Office to monitor the campus grant, along with the guidelines, timelines, and reporting requirements. Benchmarks will be analyzed and shared with teachers to make them aware of their progress in receiving the incentive. The principal and the project manager will work closely with the business office to ensure all necessary steps are followed.</p> <p>Information gained following each of the benchmarking period, as well as any other major concerns that develop through the cadre meetings, will be shared with all stakeholders through a written report. The campus administration and CIT will address issues and/or concerns at the end of each 6 weeks grading period to ensure that students are receiving maximum time on instructional issues.</p> <p>Public Information about the grant was included in the school board agenda, which is also published in the local newspaper. As the year progresses, information will be shared with school and district level staff.</p>		
<p>Supplement-Not-Supplant</p>		
<p>Currently, Fort Stockton High School has no system for supplying monetary awards based student academic achievement. Therefore, this grant will not be supplanting any activity previously funded with federal, state or local funds. Distribution of the funds will be dependent on students' performance over the period beginning in August 2008 and ending in May 2009.</p>		
<p>Teacher and/or Staff Excluded from Award Plan (If Applicable)</p>		
<p>n/a</p>		

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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)	11/19/07	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	03/12/08	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)	03/12/08	Y	
5	Select the performance measures that demonstrate Criterion 1 (Required – List on Schedule #4B - Program Description: Part I and Part II Campus Incentive Plan)	03/12/08	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)	03/12/08	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)	03/12/08		NA
8	Select the performance measures that demonstrate Criterion 4 (Optional – List on Schedule #4B - Program Description: Part I and Part II Campus Incentive Plan)	03/12/08		NA
9	Identify additional incentives to be funded under Part II (Optional)	03/12/08		NA
10	Identify the activity/activities to be funded under Part II	03/12/08	Y	
11	Maintain evidence of teacher participation on file such as meeting minutes, attendance records, and/or any other evidence of campus meetings		N	
12	Develop the Contingency Plan for Redistribution of Part I Funds	03/12/08	Y	
13	Develop the Contingency Plan for Redistribution of Part II Funds	03/12/08	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).	03/12/08	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)	03/12/08	Y	
17	The Campus Incentive Plan was made available for public viewing. <i>Note: plan should be available throughout the entire grant cycle.</i>	03/25/08		
18	Ensure TEEG performance criteria align to district-wide goals outlined in the District Awards for Teacher Excellence (DATE) grant, if applicable.			NA

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 #
19	The Campus-level decision-making committee voted to approve the Campus Incentive Plan.	03/24/08	Y	18-0
20	The Campus Incentive Plan was approved by a simple majority through a campus-wide vote.	03/31/08	Y	57-4
21	The District-level decision-making committee voted to approve the Campus Incentive Plan.	04/23/08	Y	13-0
22	The Campus Incentive Plan was presented, or will be presented, to the School Board of Trustees or Directors.	04/28/08		
23	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.	04/28/08	Y	

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Texas Educator Excellence Grant, Cycle 3

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

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

Exclusionary measures – No students who qualify as Recent Immigrants (per TEA definition) will be included in the teachers’ performance levels. Additionally, students who have no prior year assessment data will not be included.

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
Grade: Ninth	ELA TAKS	Each ninth grade English teacher is eligible to receive the award grant incentive based on the performance levels listed below. Using the students’ prior year TAKS scores as the baseline, students’ growth will be measured with the 2008-2009 TAKS assessment. Level 1 = 70 - 79% of each teacher’s 9 th grade English students demonstrate proficient performance or meet the required improvement standard of 33% growth on prior year assessment	Level 1 = \$1,000.00 Level 2 = \$1,700.00 Level 3 = \$2,312.50	Yes
Subject/Function: English		Level 2 = 80 - 89% of each teacher’s 9 th grade English students demonstrate proficient performance or meet the required improvement standard of 33% growth on prior year assessment Level 3 = 90- 100% of each teachers’ 9 th grade English students demonstrate proficient performance or meet the required improvement standard of 33% growth on prior year assessment		x No
Grade: Tenth	ELA TAKS	Each tenth grade English teacher is eligible to receive the award grant incentive based on the performance levels listed below. Using the students’ prior year TAKS scores as the baseline, students’ growth will be measured with the 2008-2009 TAKS assessment. Level 1 = 70 - 79% of each teacher’s 10 th grade English students		Yes x No

<p>Subject/Function: English</p>		<p>demonstrate proficient performance or meet the required improvement standard of 33% growth on prior year assessment</p> <p>Level 2 = 80 - 89% of each teacher's 10th grade English students demonstrate proficient performance or meet the required improvement standard of 33% growth on prior year assessment</p> <p>Level 3 = 90- 100% of each teacher's 10th grade English students demonstrate proficient performance or meet the required improvement standard of 33% growth on prior year assessment</p>	<p>Level 1 = \$1,000.00</p> <p>Level 2 = \$1,700.00</p> <p>Level 3 = \$2,312.50</p>	
<p>Grade: Eleventh and Twelfth</p>	<p>ELA TAKS Exit Level</p>	<p>Each English teacher who has eleventh and/or twelfth grade students will be eligible to receive the award grant incentive based on the performance levels listed below. Using the students' prior year TAKS scores as the baseline, students' growth will be measured with the 2008-2009 TAKS assessment.</p> <p>Level 1 = 70 - 79% of each teacher's 11th & 12th grade English students demonstrate proficient performance or meet the required improvement standard of 33% growth on prior year assessment</p> <p>Level 2 = 80 - 89% of each teacher's 11th & 12th grade English students demonstrate proficient performance or meet the required improvement standard of 33% growth on prior year assessment</p> <p>Level 3 = 90- 100% of each teacher's 11th & 12th grade English students demonstrate proficient performance or meet the required improvement standard of 33% growth on prior year assessment</p>	<p>Level 1 = \$1,000.00</p> <p>Level 2 = \$1,700.00</p> <p>Level 3 = \$2,312.50</p>	<p>Yes</p> <p>x No</p>
<p>Subject/Function: English</p>				
<p>Grade: Ninth</p>	<p>Math TAKS</p>	<p>Each ninth grade math teacher will be eligible to receive the award grant incentive based on the performance levels listed below. Using the students' prior year TAKS scores as the baseline, students' growth will be measured with the 2008-2009 TAKS assessment.</p> <p>Level 1 = 70 - 79% of each teacher's 9th grade Math students demonstrate proficient performance or meet the required improvement standard of 33% growth on prior year assessment</p> <p>Level 2 = 80 - 89% of each teacher's 9th grade Math students demonstrate proficient performance or meet the required improvement standard of 33% growth on prior year assessment</p> <p>Level 3 = 90- 100% of each teacher's 9th grade Math students demonstrate proficient performance or meet the required improvement standard of 33% growth on prior year assessment</p>	<p>Level 1 = \$1,000.00</p> <p>Level 2 = \$1,700.00</p> <p>Level 3 = \$2,312.50</p>	<p>Yes</p> <p>x No</p>
<p>Subject/Function: Math</p>				

Grade: Tenth	Math TAKS	Each tenth grade math teacher will be eligible to receive the award grant incentive based on the performance levels listed below. Using the students' prior year TAKS scores as the baseline, students' growth will be measured with the 2008-2009 TAKS assessment.		
Subject/Function: Math		<p>Level 1 = 70 - 79% of each teacher's 10th grade Math students demonstrate proficient performance or meet the required improvement standard of 33% growth on prior year assessment</p> <p>Level 2 = 80 - 89% of each teacher's 10th grade Math students demonstrate proficient performance or meet the required improvement standard of 33% growth on prior year assessment</p> <p>Level 3 = 90- 100% of each teacher's 10th grade Math students demonstrate proficient performance or meet the required improvement standard of 33% growth on prior year assessment</p>	<p>Level 1 = \$1,000.00</p> <p>Level 2 = \$1,700.00</p> <p>Level 3 = \$2,312.50</p>	<p>Yes</p> <p><input checked="" type="checkbox"/> No</p>
Grade: Eleventh & Twelfth	Math TAKS Exit Level	Each Math teacher who has eleventh and/or twelfth grade students will be eligible to receive the award grant incentive based on the performance levels listed below. Using the students' prior year TAKS scores as the baseline, students' growth will be measured with the 2008-2009 TAKS assessment.		
Subject/Function: Math		<p>Level 1 = 70 - 79% of each teacher's 11th & 12th grade Math students demonstrate proficient performance or meet the required improvement standard of 33% growth on prior year assessment</p> <p>Level 2 = 80 - 89% of each teacher's 11th & 12th grade Math students demonstrate proficient performance or meet the required improvement standard of 33% growth on prior year assessment</p> <p>Level 3 = 90- 100% of each teacher's 11th & 12th grade Math students demonstrate proficient performance or meet the required improvement standard of 33% growth on prior year assessment</p>	<p>Level 1 = \$1,000.00</p> <p>Level 2 = \$1,700.00</p> <p>Level 3 = \$2,312.50</p>	<p>Yes</p> <p><input checked="" type="checkbox"/> No</p>
Grade: Ninth	Science TAKS	Each ninth grade science teacher will be eligible to receive the award grant incentive based on the performance levels listed below. The ninth grade student performance baseline will be the eighth grade TAKS scores for the 2007-2008 school year. Growth will be measured using a benchmarking process with the culminating benchmark being administered in mid-May 2009.		Yes
Subject/Function: Science	Benchmarks for students using released TAKS			<input checked="" type="checkbox"/> No

	tests	<p>Level 1 = 70 - 79% of each teacher's 9th grade Science students demonstrate proficient performance or meet the required improvement standard of 33% growth on prior year assessment</p> <p>Level 2 = 80 - 89% of each teacher's 9th grade Science students demonstrate proficient performance or meet the required improvement standard of 33% growth on prior year assessment</p> <p>Level 3 = 90- 100% of each teacher's 9th grade Science students demonstrate proficient performance or meet the required improvement standard of 33% growth on prior year assessment</p>	<p>Level 1 = \$1,000.00</p> <p>Level 2 = \$1,700.00</p> <p>Level 3 = \$2,312.50</p>	
Grade: Tenth	Science TAKS	<p>Each tenth grade science teacher will be eligible to receive the award grant incentive based on the performance levels listed below. Student performance baselines will be established using a benchmark assessment given within the first three weeks of school. Growth will be measured using the baseline as compared to the TAKS assessment given during the 2008-2009 school year.</p> <p>Level 1 = 70 - 79% of each teacher's 10th grade Science students demonstrate proficient performance or meet the required improvement standard of 33% growth on prior year assessment</p> <p>Level 2 = 80 - 89% of each teacher's 10th grade Science students demonstrate proficient performance or meet the required improvement standard of 33% growth on prior year assessment</p> <p>Level 3 = 90- 100% of each teacher's 10th grade Science students demonstrate proficient performance or meet the required improvement standard of 33% growth on prior year assessment</p>	<p>Level 1 = \$1,000.00</p> <p>Level 2 = \$1,700.00</p> <p>Level 3 = \$2,312.50</p>	<p>Yes</p> <p>x No</p>
Subject/Function: Science	Benchmarks for students using released TAKS tests			
Grade: Eleventh and Twelfth	Science TAKS Exit Level	<p>Each Science teacher who has eleventh and/or twelfth grade students will be eligible to receive the award grant incentive based on the performance levels listed below. Using the students' prior year TAKS scores as the baseline, students' growth will be measured with the 2008-2009 TAKS assessment.</p> <p>Level 1 = 70 - 79% of each teacher's 11th & 12th grade Science students demonstrate proficient performance or meet the required improvement standard of 33% growth on prior year assessment</p> <p>Level 2 = 80 - 89% of each teacher's 11th & 12th grade Science students demonstrate proficient performance or meet the required improvement standard of 33% growth on prior year assessment</p> <p>Level 3 = 90- 100% of each teacher's 11th & 12th grade Science students demonstrate proficient performance or meet the required improvement standard of 33% growth on prior year assessment</p>	<p>Level 1 = \$1,000.00</p> <p>Level 2 = \$1,700.00</p>	<p>Yes</p> <p>x No</p>
Subject/Function: Science				

			Level 3 = \$2,312.50	
Grade: Ninth	Social Studies TAKS	Each ninth grade science teacher will be eligible to receive the award grant incentive based on the performance levels listed below. Student performance calculations will be based on the students' eighth grade TAKS assessment performance for the 2007-2008 school year. Growth will be measured using a benchmarking process with the culminating benchmark being administered in mid-May 2009.		
Subject/Function: Social Studies	Benchmarks for Ninth graders using released TAKS tests	<p>Level 1 = 70 - 79% of each teacher's 9th grade Social Studies students demonstrate proficient performance or meet the required improvement standard of 33% growth on prior year assessment</p> <p>Level 2 = 80 - 89% of each teacher's 9th grade Social Studies students demonstrate proficient performance or meet the required improvement standard of 33% growth on prior year assessment</p> <p>Level 3 = 90- 100% of each teacher's 9th grade Social Studies students demonstrate proficient performance or meet the required improvement standard of 33% growth on prior year assessment</p>	<p>Level 1 = \$1,000.00</p> <p>Level 2 = \$1,700.00</p> <p>Level 3 = \$2,312.50</p>	<p>Yes</p> <p><input checked="" type="checkbox"/> No</p>
Grade: Tenth	Social Studies TAKS	Each tenth grade social studies teacher will be eligible to receive the award grant incentive based on the performance levels listed below. Student performance baselines will be established using a benchmark assessment given within the first three weeks of school. Growth will be measured using the baseline as compared to the TAKS assessment given during the 2008-2009 school year.		
Subject/Function: Social Studies	Benchmarks for students using released TAKS tests	<p>Level 1 = 70 - 79% of each teacher's 10th grade Social Studies students demonstrate proficient performance or meet the required improvement standard of 33% growth on prior benchmark assessment</p> <p>Level 2 = 80 - 89% of each teacher's 10th grade Social Studies students demonstrate proficient performance or meet the required improvement standard of 33% growth on prior benchmark assessment</p> <p>Level 3 = 90- 100% of each teacher's 10th grade Social Studies students demonstrate proficient performance or meet the required improvement standard of 33% growth on prior benchmark assessment</p>	<p>Level 1 = \$1,000.00</p> <p>Level 2 = \$1,700.00</p> <p>Level 3 = \$2,312.50</p>	<p>Yes</p> <p><input checked="" type="checkbox"/> No</p>

Grade: Eleventh and Twelfth	Social Studies TAKS Exit Level	Each Social Studies teacher who has eleventh and/or twelfth grade students will be eligible to receive the award grant incentive based on the performance levels listed below. Using the students' prior year TAKS scores as the baseline, students' growth will be measured with the 2008-2009 TAKS assessment.		
Subject/Function: Social Studies		<p>Level 1 = 70 - 79% of each teacher's 11th & 12th grade Social Studies students demonstrate proficient performance or meet the required improvement standard of 33% growth on prior year assessment</p> <p>Level 2 = 80 - 89% of each teacher's 11th & 12th grade Social Studies students demonstrate proficient performance or meet the required improvement standard of 33% growth on prior year assessment</p> <p>Level 3 = 90- 100% of each teacher's 11th & 12th grade Social Studies students demonstrate proficient performance or meet the required improvement standard of 33% growth on prior year assessment</p>	<p>Level 1 = \$1,000.00</p> <p>Level 2 = \$1,700.00</p> <p>Level 3 = \$2,312.50</p>	<p>Yes</p> <p>x No</p>

<p 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 _____</p> <p>by _____ of TEA.</p>	<p>TEXAS EDUCATION AGENCY</p> <p>Standard Application System (SAS)</p> <p>School Year 2008-2009 through 2009-2010</p>	<p><u>Fort Stockton High School</u> Campus Name</p> <p><u>186902</u> 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

<p>Criterion 2: Teacher has a record of collaboration with faculty and staff that contributes to improving overall campus student achievement. Required. (Minimum of 75 percent of total grant allocation).</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>
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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
<p><input checked="" type="checkbox"/> All Teachers identified under Criterion 1</p>	<p>Notes from each cadre meeting that reflects teacher attendance</p>	<p><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.)</p> <p>As part of the campus improvement process, each faculty member is required to participate on at least one of the SIRT cadres. The purpose of each cadre is to give voice to the concerns and suggestions of all parties. Ideas, programs, and/or recommendations of the cadres will be subject to appropriate approval levels depending on the circumstances.</p> <p>In addition to participating in the monthly SIRT cadre that focuses on their instructional area, each teacher identified in Criteria 1 must also participate in at least one of the following global cadres: Panther Pride, Environment, or Special Programs. Cadre meetings will begin in August, 2008 and be conducted monthly through May, 2009. Teachers must attend at least 90% of the cadre meetings for both the instructional and global cadres.</p>	<p>\$500</p>	<p>Yes</p> <p><input checked="" type="checkbox"/> No</p>

<p 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 _____ by _____ of TEA.</p>	<p>TEXAS EDUCATION AGENCY Standard Application System (SAS)</p> <p>School Year 2008-2009 through 2009-2010</p>	<p><u>Fort Stockton High School</u> Campus Name</p> <p><u>186902</u> 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

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

X 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				Yes <input type="checkbox"/> No
<input type="checkbox"/> All Teachers identified under Criteria 1 and 2				Yes <input type="checkbox"/> No
<input type="checkbox"/> Select teacher under Criteria 1 and 2				Yes <input type="checkbox"/> No
Grade: Subject/Function:				<input type="checkbox"/> No
<input type="checkbox"/> Select teacher under Criteria 1 and 2				Yes <input type="checkbox"/> No
Grade: Subject/Function:				<input type="checkbox"/> No

<p 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 _____ by _____ of TEA.</p>	<p>TEXAS EDUCATION AGENCY Standard Application System (SAS)</p> <p>School Year 2008-2009 through 2009-2010</p>	<p><u>Fort Stockton High School</u> Campus Name</p> <p><u>186902</u> 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

<p>Criterion 4: Teacher works in a subject that is experiencing a critical shortage of teachers or has had a high turnover rate. Optional. (Minimum of 75 percent of total grant allocation).</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.

x 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:		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:		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:		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:		Yes <input type="checkbox"/> No

<p 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><u>Fort Stockton High School</u> Campus Name</p> <p align="right">186902 County District No.</p> <p align="right">_____ Amendment No</p>
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Texas Educator Excellence Grant, Cycle 3

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

<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>
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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

- Unacceptable Measures:**
- 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
31	Classroom Instructional Staff	Participate in at least 90% of the monthly SIRT instructional cadre and 90 % of the global cadre meetings: Panther Pride, Environment, or Special Programs. <u>Monthly cadre meetings will begin in August 2008 and continue through May 2009.</u>	\$500	Yes x No
11	Instructional/Teacher Aides	Participate in at least 90 % of the monthly global cadre meetings: Panther Pride, Environment, or Special Programs. <u>Monthly cadre meetings will begin in August 2008 and continue through May 2009.</u>	\$175	Yes x No
2	Counselors	Participate in at least 90 % of the monthly global cadre meetings: Panther Pride, Environment, or Special Programs. <u>Monthly cadre meetings will begin in August 2008 and continue through May 2009.</u>	\$500	Yes x No
1	Assistant Principal	Participate in 90 % of the monthly global cadre meetings: Panther Pride, Environment, or Special Programs. <u>Monthly cadre meetings will begin in August 2008 and continue through May 2009.</u>	\$1,100	Yes x No

<p>For TEA Use Only Adjustments and/or annotations made on this have been confirmed with _____ by telephone/FAX on _____ of _____ by _____ of TEA.</p>	<p>TEXAS EDUCATION AGENCY Standard Application System (SAS)</p> <p>School Year 2008-2009 through 2009-2010</p>	<p><u>Fort Stockton High School</u> Campus Name</p> <p>186902 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

<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>
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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

- Unacceptable Measures:**
- 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.

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	School Nurse	Participate in 90 % of the monthly global cadre meetings: Panther Pride, Environment, or Special Programs. <u>Monthly cadre meetings will begin in August 2008 and continue through May 2009.</u>	\$500	Yes x No
6	Clerical/Office Staff	Participate in 90% of the monthly global cadre meetings: Panther Pride, Environment, or Special Programs. Monthly cadre meetings will begin in August 2008 and continue through May 2009. <u>Monthly cadre meetings will begin in August 2008 and continue through May 2009.</u>	\$120	Yes x No
9	Custodial Staff	End of year job performance evaluation exceeds satisfactory	\$100	Yes x No
4	Cafeteria Staff	End of year job performance evaluation exceeds satisfactory	\$100	Yes x No

<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><u>Fort Stockton High School</u> Campus Name</p> <p><u>186902</u> 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

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

<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><u>Fort Stockton High School</u> Campus Name</p> <p><u>186902</u> 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 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.)

1. 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.

2. 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):

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.

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

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):

Core area teachers who qualified to receive Part I funds will be eligible for the redistribution of remaining funds. These funds will be divided equally between the core area teachers who met both Criteria 1 and 2 of the required plan. The maximum amount of Part I redistribution funds any teacher may receive is \$5,000.

If a teacher leaves the campus during the school year, they will no longer be eligible for TEEG awards, unless they leave for medical or military reasons. In this case, they will only be eligible for the Level 1 amount if they are still working at the first testing opportunity, and their students meet the appropriate criteria.

<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><u>Fort Stockton High School</u> Campus Name</p> <p><u>186902</u> 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.)

1. 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.

2. 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).

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.

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

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):

All staff who qualified to receive Part II funds will be eligible for the redistribution of remaining funds, with a maximum award cap not to exceed \$2,000

If any Part II staff member (excluding the cafeteria and custodial staff) leaves the campus during the school year, he/she will no longer be eligible for TEEG awards, unless it is for medical or military reasons. In that case, she/he must have met at least 1/2 of the eligibility requirement.

<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) School Year 2008-2009 through 2009-2010</p>	<p><u>Fort Stockton High School</u> Campus Name <u>186902</u> County District No. _____ 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, Ashleigh McWilliams, 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, Julien Cirrincione, 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, Danny Dixon, 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><u>Fort Stockton High School</u> Campus Name</p> <p><u>186902</u> County District No.</p> <p>_____ Amendment No</p>
<p align="center">Texas Educator Excellence Grant, Cycle 3</p>		
<p align="center">Schedule #4C – Performance Assessment and Evaluation</p>		
<p>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).</p>		
<p>Ongoing Monitoring/Continuous Improvement</p>		
<p>The principal (or his designee), the campus leadership team, and the instructional cadres will conduct, at a minimum, monthly conversations about how students are progressing. Part of this discussion will include intervention strategies that have been utilized by the classroom teacher.</p> <p>If deficiencies are noted in any of the monitoring processes, the school will follow the campus developed RTI (Response to Intervention) plan.</p>		
<p>Qualitative and Quantitative Data Collection Methods</p>		
<p>The principal (or his designee) will use multiple data sources for monitoring student progress throughout the school year. These may include, but are not limited to, the following: DMAC Solutions; Grade Speed; attendance at tutorial sessions; attendance at TAKS Blitz; participation in the GCS (Grand Central Station) lab.</p> <p>In addition to this quantitative data, the qualitative data will be gathered through the monthly Cadre meetings.</p>		
<p>Formative Evaluation</p>		
<p>The Campus Improvement Team will generate a survey to gather information from program administrators and participants. At the end of each semester, this survey will be available through Survey Monkey. The survey will address the following items: grant planning implementation; level of collaboration; communication with management; level of participation on the part of the campus administration, teachers, parents, and students.</p>		

<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><u>Fort Stockton High School</u> Campus Name</p> <p>186902 County District No.</p> <p>_____ Amendment No</p>
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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
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Project Period: October 1, 2008, through February 28, 2010

Class/Object Code and Description			Program Costs		Admin Costs (*Max 5% deducted from Part II Funds)	Total Budget
			Part I (Min 75%)	Part II (Max 25%)		
Payroll Costs	5B	6100	67,500	22,500	0	90,000
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:			67,500	22,500	0	90,000
% Indirect Costs						
Total Budgeted Costs:			67,500	22,500	0	90,000

Administrative Cost Calculation (*Must be deducted from Part II Funds)	
Enter total amount from Schedule #5 Budget Summary, Last Column, Total Budgeted Costs	0
Multiply by 0.05 (5% maximum limit) or a lesser amount	
Enter Amount Allowable for Administrative Costs	
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=	67500
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=	22500

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

USE WHOLE DOLLARS – DO NOT USE CENTS

<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><u>Fort Stockton High School</u> Campus Name</p> <p>186902 County District No.</p> <p>_____ Amendment No</p>
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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	24	0	67500	22500	0	90,000
Part II Additional Incentives						
2 Principals	0					
3 Assistant Principals	1			\$1,100		
4 Teacher Facilitator	0					
5 Teacher Supervisor	0					
6 Secretary/Administrative Assistant	5			600		
7 Data Entry Clerk	1			120		
8 Grant Accountant/Bookkeeper	0					
9 Evaluator/Evaluation Specialist	0					
10 Counselor	2			1000		
11 Social Worker	0					
12 Child Care Provider	0					
13 Community Liaison/Parent Coordinator	0					
14 Bus Driver	0					
15 Cafeteria Staff	4			400		
16 Librarian	1			500		
17 School Nurse	1			500		
Other Employee Positions						
18 Title: Certified Teachers in Non-Core	30			15000		
19 Title: Instructional Aides	11			1925		
20 Title: Custodial Staff	9			900		
21						
22	Subtotal Employee Costs		66,184	22045		88,229
Substitute, Extra-Duty, Benefits**						
23 6112 Substitute Pay				0		0
24 6119 Professional Staff Extra-Duty Pay				0		0
25 6121 Support Staff Extra-Duty Pay				0		0
26 6140 Employee Benefits**			1316	455		1771
27	Subtotal Substitute, Extra-Duty, Benefits Costs		0	0	0	0
28	Grand Total Payroll Budget (line 22 + line 27)		67,500	22,500	0	90,000

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

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

USE WHOLE DOLLARS – DO NOT USE CENTS

<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><u>Fort Stockton High School</u> Campus Name</p> <p><u>186902</u> County District No.</p> <p>_____ Amendment No</p>
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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		0	0	0		
6212	Audit Services (OMB Circular, A-133 Audits)						
6219	Professional/Consulting Services						
	#	Topic or Area Addressed	Payment				
	1						
	2						
	3						
	4						
	5			0	0	0	
	6						
	7						
	8						
	9						
10							
6220	Staff Tuition (6221/6222/6223/6229)		0	0	0		
6239	Education Service Center Services						
	<input type="checkbox"/> Data Processing Services	<input type="checkbox"/> Curriculum Development		0	0	0	
	<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		0	0	0		
6259	Utilities		0	0	0		
6269	Rental/Lease of Equipment or Building Space						
	#	Type of Equipment/Space	Purpose	Rate and Calculation			
	1						
	2						
	3						
	4				0	0	0
	5						
	6						
	7						
	8						
	9						
10							
6299	Miscellaneous Contracted Services		0	0	0		
Total			0	0	0		
Professional and Contracted Services Budget:			0	0	0		

USE WHOLE DOLLARS – DO NOT USE CENTS

<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;">Fort Stockton High School Campus Name</p> <p style="text-align: right;">186902 County District No.</p> <p style="text-align: right;">_____ Amendment No</p>
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Texas Educator Excellence Grant, Cycle 3
Program Budget
Schedule #5D - Supplies and Materials (6300)

Budgeted Costs				Program Costs		Admin Costs (*Part II Only)	Total Budget
Class/Object Code and Description				Part I (Min 75%)	Part II (*Max 25%)		
6300	Supplies and Materials						
6310	Maintenance and/or Operations Supplies and Materials				0	0	0
6320	Textbooks and Other Reading Materials (6321/6329)				0	0	0
6339	Testing Materials				0	0	0
6340	District Food Service (6341/Food, 6342/Non-Food, 6349/Supplies)						
6390	General Supplies and Materials				0	0	0
Subtotal					0	0	0
Program Supplies and Materials:					0	0	0
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					0	0	0
Hardware and Equipment Not Capitalized:					0	0	0
Grand Total							
Supplies and Materials Budget:					0	0	0

USE WHOLE DOLLARS – DO NOT USE CENTS

<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><u>Fort Stockton High School</u> Campus Name</p> <p><u>186902</u> County District No.</p> <p>_____ Amendment No</p>
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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)		0	0	0
	In-State Travel		0	0	0
	Out-of-State Travel		0	0	0
6411	Conferences/Workshops/Seminars/Registration Fees		0	0	0
6413	Stipends to Non-Employees		0	0	0
Subtotal					
Travel, Subsistence, Stipends:			0	0	0
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		0	0	0
	Reimbursement of Tuition and Related Fees		0	0	0
6499	Other Miscellaneous Operating Costs		0	0	0
Subtotal					
Miscellaneous Operating Costs:			0	0	0
Grand Total					

Other Operating Costs Budget:



0

0

0

USE WHOLE DOLLARS – DO NOT USE CENTS

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**

Fort Stockton High School
Campus Name
186902
County District No.

Amendment No

**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	0		0	0	0
1	Item:					
	Purpose:					
	Purpose:					
	Technology Software—List each item and the cost per item	0		0	0	0
2	Item:					
	Purpose:					
3	Item:					
	Purpose:					
	Other Capital Outlay \$5,000 or More	0		0	0	0
4	Item:					
	Purpose:					
5	Item:					
	Purpose:					
6649	Capital Assets – District Defined under \$5,000—Capitalized					
	Technology Hardware—under \$5,000 per unit—capitalized	0		0	0	0
1	Item:					
	Purpose:					
2	Item:					
	Purpose:					
3	Item:					
	Purpose:					
	Technology Software—under \$5,000 per unit—capitalized	0		0	0	0
4	Item:					
	Purpose:					
5	Item:					
	Purpose:					
6	Item:					
	Purpose:					
	Other Capital Assets under \$5,000	0		0	0	0

7	Item:					
	Purpose:					
	Purpose:					
6669	Library Books and Library Media—Catalogued and Controlled by Library					
8	Purpose:					
	Capital Outlay Budget	0		0	0	0

USE WHOLE DOLLARS – DO NOT USE CENTS

SCHEDULE #6A GENERAL PROVISIONS & ASSURANCES	TEXAS EDUCATION AGENCY Standard Application System (SAS) School Year 2008-2009 through 2009-2010	County-District No. 186902
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.

SCHEDULE #6A—cont. GENERAL PROVISIONS & ASSURANCES	TEXAS EDUCATION AGENCY Standard Application System (SAS) School Year 2008-2009 through 2009-2010	County-District No. 186902
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. 186902
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.

SCHEDULE #6A—cont. GENERAL PROVISIONS & ASSURANCES	TEXAS EDUCATION AGENCY Standard Application System (SAS) School Year 2008-2009 through 2009-2010	County-District No. 186902
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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.

SCHEDULE #6A—cont. GENERAL PROVISIONS & ASSURANCES	Standard Application System (SAS) School Year 2008-2009 through 2009-2010	County-District No. 186902
Texas Educator Excellence Grant, Cycle 3		

- 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:

SCHEDULE #6A—cont. GENERAL PROVISIONS & ASSURANCES	Standard Application System (SAS) School Year 2008-2009 through 2009-2010	County-District No. 186902
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Texas Educator Excellence Grant, Cycle 3

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.

TEXAS EDUCATION AGENCY

SCHEDULE #6A—cont. GENERAL PROVISIONS & ASSURANCES	Standard Application System (SAS) School Year 2008-2009 through 2009-2010	County-District No. 186902
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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.

**Division No. 711-001
Texas Education Agency
William B. Travis Building
Document Control Center
1701 N. Congress Avenue
Austin, TX 78701-1494**

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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

If you download this document from the TEA Grants website:

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.

If you do not receive this notification of receipt of your application within fifteen (15) days from the date you mailed the application, please call:

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