



Polk County CARES Fund School Connectivity Grant Supports Polk County Students

With the rise of COVID-19 in Texas, remote learning has become an essential part of the academic offering of our schools. However, it is estimated that over 1.8 million students in Texas face a significant barrier to academic success and economic empowerment because they lack the connectivity technology to learn from their homes.

Governor Abbott and Texas legislative leaders allocated \$200 million in CARES Act Coronavirus Relief Fund (CRF) funding to match \$200 million in local school district funding. The goal is to provide critical connectivity technology for all students in Texas school districts who may otherwise go without. This \$400 million in bulk buying power will be used to cover the purchase of internet solutions such as mobile hotspots and e-learning devices.

Even with this historic investment, Polk County may still have students who lack reliable internet access. Texas received \$11.24 billion in federal CARES Act CRF funding of which \$2.2 million was allocated to Polk County. Upon the request of Polk County Independent School Districts (ISDs), on August 11, 2020, Commissioners Court approved allocating a portion of the funding to all six ISDs to help support the student connectivity initiative and other COVID-19-related expenses. School Superintendents developed a per diem formula for funding allocation based on refined student average daily attendance (ADA), and that formula has been approved by the County Judge. The County will allocate CARES funds to each school based on criteria set forth by the Texas Education Agency.

In order to receive funds, schools must:

1. Have a fully executed Memorandum of Understanding with the County.
2. Submit all invoices to County Judge's Office via email at county.judge@co.polk.tx.us
3. All expenses must be categorized under the attached criteria, and backup documentation must be provided.
4. All school funds must be expended according to TEA guidance and timelines.

School Allocation Amounts:

1. Big Sandy ISD: \$35,991
2. Goodrich ISD: \$18,508
3. Corrigan-Camden ISD: \$59,136
4. Leggett ISD: \$13,864
5. Livingston ISD: \$289,241
6. Onalaska ISD: \$83,260

The Texas Education Agency will match every county dollar in the School Allocation Amount with three dollars (see attached flyer provided by Texas Education Agency).

MEMORANDUM OF UNDERSTANDING REGARDING

DISTRIBUTION OF CORONA VIRUS RELIEF FUNDS UNDER THE CARES ACT

This Memorandum of Understanding ("MOU") is made and entered into by Polk County, Texas, by and through its duly elected and empowered Commissioners Court ("the County"), and the Independent School District, acting by and through its duly authorized and empowered representative ("the undersigned"). Collectively, the County and the undersigned may be referred to as the "Parties".

PREMISES

WHEREAS, Memorandums of Understanding are recognized in various statute and Texas Attorney General Opinions as valid to be entered into by and between two parties for the purpose of outlining the obligations of each party related to a specific situation, including the performance of governmental functions and services;

WHEREAS, the County is receiving funds pursuant to the CARES Act to be used and employed for relief from the various financial and social hardships imposed by the Novel Coronavirus (COVID-19) pandemic.

WHEREAS, the use and distribution of the aforementioned funds received under the CARES Act is governed by certain terms and conditions, which are attached hereto as Exhibit "D" and are incorporated by reference as if fully recited herein;

WHEREAS, the County has been approached by certain School Districts, including the undersigned, all who operate within the boundaries of the County, regarding funding under the CARES Act, such that said entities wish to be included in future requests made by the County related to reimbursement for various COVID-19 related expenses;

WHEREAS, the County is authorized under the CARES Act to request funding for the aforementioned entities and/or agencies;

WHEREAS, the undersigned is a School District or organization upon whose behalf the County is authorized to request funding pursuant to the aforementioned terms and conditions governing the use and distribution of said funds, namely: Independent School District.

WHEREAS, the CARES Act contains very specific reporting requirements regarding the tracking off all funds distributed under its provisions; and

WHEREAS, the County is not in a position to sufficiently and accurately track the expenditures of funds distributed under the CARES Act once said funds are in the possession of the entities and/or agencies on whose behalf the County requested and procured said funds;

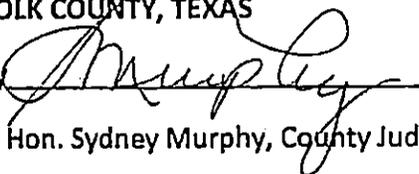
NOW THEREFORE, in consideration of the mutual covenants and agreements of the Parties, it is agreed as follows:

1. Pursuant to this MOU, the County hereby agrees to request funds on behalf of the undersigned related to financial and/or social relief from the hardships imposed by the COVID-19 pandemic pursuant to the CARES Act, in the amount of \$_____.00,
2. By requesting that the County seek to obtain the funds discussed hereinabove on behalf of the undersigned, the undersigned hereby acknowledges, covenants and agreed that said funds will be used solely to gain relief from COVID-19 related expenses as referenced herein.
3. Further, by the County requesting COVID-19 relief funds, as contemplated herein, the undersigned recognizes that any and all expenditures of funds acquired through the County and pursuant to the CARES Act are subject to the strict reporting and tracking requirements that are set forth in Exhibit "D" and incorporated by reference as if fully recited herein.
4. It shall be the sole responsibility of the undersigned to comply with any and all tracking and reporting requirements related to any and all funds received by the undersigned pursuant to the CARES Act. At no time will the County bear any responsibility for tracking any funds distributed to the undersigned and any misuse of funds subject to "Exhibit D" will be the sole responsibility of the undersigned to repay the grant funds.
5. If any portion of this MOU shall be deemed void or invalid, the remaining portions of the MOU shall continue in full force and effect.
6. This MOU represents the entire Agreement between the Parties, and it supersedes any prior understanding or written or oral agreement relating to the subject matter herein. This MOU may not be modified, altered, changed, or amended, except by written agreement of the Parties.
7. This MOU shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall be in Polk County, Texas unless otherwise mandated by law.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as the 25th day of August, 2020 .

POLK COUNTY, TEXAS

By



Hon. Sydney Murphy, County Judge, Polk County, Texas

By _____

Superintendent, ISD