

AMENDMENT IN THE NATURE OF A SUBSTITUTE
TO H.R. 1069
OFFERED BY MR. KILEY OF CALIFORNIA

Strike all after the enacting clause and insert the following:

1 SEC. 1. SHORT TITLE.

2 This Act may be cited as the “Promoting Responsible
3 Oversight To Eliminate Communist Teachings for Our
4 Kids Act” or the “PROTECT Our Kids Act”.

5 SEC. 2. PROHIBITION ON AVAILABILITY OF FUNDS.

6 (a) PROHIBITION.—Notwithstanding any other provi-
7 sion of law, no funds may be made available under an ap-
8 plicable program to any elementary school or secondary
9 school that—

10 (1) has a partnership in effect with a cultural
11 or language institute directly or indirectly funded by
12 the Government of the People’s Republic of China,
13 including a Confucius Institute;

14 (2) operates a learning center directly or indi-
15 rectly supported by the Government of the People’s
16 Republic of China (commonly referred to as a “Con-
17 fucius Classroom”); or

1 (3) otherwise receives support from an indi-
2 vidual or entity acting directly or indirectly on behalf
3 of the Government of the People's Republic of
4 China, including support in the form of teaching ma-
5 terials, personnel, funds, or other resources.

6 (b) EFFECTIVE DATE.—The prohibition under sub-
7 section (a) shall take effect on the date that is one year
8 after the date of the enactment of this Act.

9 (c) CONTRACTS MADE PRIOR TO DATE OF ENACT-
10 MENT.—

11 (1) IN GENERAL.—

12 (A) WAIVER REQUEST SUBMISSION.—In
13 the case of an elementary school or a secondary
14 school that is a party to a contract described in
15 paragraph (2), the school timely shall submit to
16 the Secretary a request for a waiver of the pro-
17 hibition under subsection (a) that includes—

18 (i) the complete and unredacted text
19 of the contract, and if the contract is not
20 in English, a translated copy of the text
21 into English; and

22 (ii) a statement demonstrating that
23 the contract is for the benefit of the
24 school's mission and students and will pro-

1 mote the security, stability, and economic
2 vitality of the United States.

3 (B) WAIVER ISSUANCE.—the Secretary,
4 upon receipt of a request submitted under sub-
5 paragraph (A), may issue a waiver to the school
6 for a period beginning on the effective date
7 specified in subsection (b) and ending the date
8 on which the contract terminates.

9 (2) CONTRACTS DESCRIBED.—A contract is de-
10 scribed in this paragraph if the contract—

11 (A) takes effect before the date of the en-
12 actment of this Act;

13 (B) continues to be effective after the ef-
14 fective date specified in subsection (b); and

15 (C) relates to at least one of the cir-
16 cumstances described in paragraph (1), (2), or
17 (3) of subsection (a).

18 (d) NOTICE TO AFFECTED SCHOOLS.—Not later
19 than 90 days after the date of the enactment of this Act,
20 the Secretary shall provide notice to elementary and sec-
21 ondary schools of the requirements of this section together
22 with guidance for achieving compliance with such require-
23 ments.

24 **SEC. 3. DEFINITIONS.**

25 In this Act:

1 (1) APPLICABLE PROGRAM.—The term “appli-
2 cable program” has the meaning given that term in
3 section 400(c)(1) of the General Education Provi-
4 sions Act (20 U.S.C. 1221(c)(1)).

5 (2) ESEA TERMS.—The terms “elementary
6 school”, “secondary school”, and “Secretary” have
7 the meanings given those terms in section 8101 of
8 the Elementary and Secondary Education Act of
9 1965 (20 U.S.C. 7801).

