



Brownsville Independent School District

Agenda Category:	General Function Contracts/MOU	Board of Education Meeting:	1/13/26
Item Title:	BISD 220 Fund/TWC 243 Fund - Integrated English Literacy & Civics Educ. (2025-2026 Grant Award) Amendment 004	X	Action Information Discussion

BACKGROUND: Previously Approved Adult Ed. Grant.

BISD Fund 220/TWC Fund 243 - Integrated English Literacy & Civics funds awarded to the Brownsville Independent School District have been amended to reflect the pending increase in grant award in the amount of \$293,397.00 to provide ESL (English as a Second Language) classes and certification for in demand occupations throughout the Cameron County area. These programs deliver educational skills to educationally disadvantaged youth and adults throughout Cameron County.

FISCAL IMPLICATIONS:

BISD Fund 220/TWC Fund 243 – IELCE Federal Adult Education Function 61- Community Services	\$613,335.00
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RECOMMENDATION:

Recommend approval of Integrated English Literacy & Civics Education funds amended grant award in the amount of \$293,397.00 for BISD Fund 220/TWC Fund 243- Integrated English Literacy & Civics Education Fund for the 2025-2026 school year at no cost to the district.

Approved for Submission to Board of Education:

Reyes R. Rivera

Submitted by: Principal/Program Director

Recommended by: Asst. Supt./Exec. Dir.

Miguel Salinas

Reviewed by: Staff Attorney

Dr. Nellie Cantu

Approved by: Chief Officer

1/6/25

Jesus H. Chavez
Dr. Jesus H. Chavez, Superintendent

**TEXAS WORKFORCE COMMISSION
GRANT AWARD AGREEMENT
AMENDMENT NUMBER 004**

TWC Award Number	2924ALA038
Grant Program Title	ADULT EDUCATION AND LITERACY SERVICE PROVIDER GRANT
Grantee Name	
Brownsville ISD	
Effective Date	
This Grant Award Amendment shall be effective on November 14, 2025 , or on the date the Grant Award Amendment is signed by all Parties, whichever occurs last. All terms and conditions not otherwise amended herein remain in effect.	
Grant Period	
The Grant Period is amended as follows: Current End Date: Amended End Date: If blank, there are no changes to this section.	
Terms and Conditions	
The Terms and Conditions are amended as follows: <ol style="list-style-type: none">1. Revised Special Federal Award Terms and Conditions Adult Education and Family Literacy Act, attached.2. Revised General Terms and Conditions, attached. If blank, there are no changes to this section.	
Work Plan	
The Work Plan is amended as follows: If blank, there are no changes to this section.	

Work Plan - Budget Workbook

The Work Plan-Budget Workbook is amended as follows:

1. Revised Budget Workbook with FY26 Allocation Second Distribution on the Grant Summary Form and CDER System Budget Overview, changes are in bold.

If blank, there are no changes to this section.

Grant Award Amount

Grant Award Amount amended as follows:

1. Increase the Grant Award Amount by \$293,397.00.

If blank, there are no changes to this section.

Total Amended Grant Award Amount: \$1,313,335.00

Changes to Other than the Listed Amendment Details Categories

Other:

1. Revised Table of Contents, changes are in bold.
2. Revised the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, attached.

If blank, there are no changes to this section.

Signature Authority	
The person signing this Grant Award Amendment on behalf of TWC, the Grantee, and the Grantee's Fiscal Agent (if applicable) hereby warrants that he or she has been fully authorized to:	
<ul style="list-style-type: none">execute this Grant Award Amendment on behalf of TWC or Grantee's organization, andvalidly and legally bind the organization to all the terms, performances, and provisions of this Grant Award Amendment.	
Amendment Approval	Texas Workforce Commission <i>Randy Townsend</i> <hr/> Randy L Townsend Interim Executive Director Date <u>11/19/2025</u>
Award Acceptance	Brownsville ISD <hr/> Dr. Jesus Chavez Superintendent Date _____

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**SPECIAL FEDERAL AWARD TERMS AND CONDITIONS
ADULT EDUCATION AND FAMILY LITERACY ACT
Program Year 2025**

Pursuant to the terms of the Federal award, and to 2 Code of Federal Regulations (C.F.R.) §§ 200.101(b)(2) and 200.332(a)(2), these Special Terms and Conditions pass through Terms and Conditions of the Federal award, which are not set forth elsewhere in this grant award. This grant award must be used in compliance with the following Federal Terms and Conditions in addition to the other provisions of this grant award.

A. Availability of Federal Award Terms

In some cases, Federal grant funds become available to the Texas Workforce Commission (TWC) for award before TWC obtains the associated Federal Award Terms for the monies. When award execution does not allow for delay, TWC may base the Special Federal Award Terms and Conditions for a grant award on the most recent prior Federal Award Terms and Conditions available, and later amend the TWC grant award when updated Federal terms are available. This action is most often used when Federal Award Terms and Conditions are not expected to differ significantly from the most recent prior terms available at the time TWC makes award.

B. Definitions

As used in these Special Federal Award Terms and Conditions: (1) the term, non-Federal entity, has the meaning defined in 2 C.F.R. Parts 200; and (2) the term, subrecipient, has the meaning defined in 2 C.F.R. Part 200.

C. Order of Precedence

In the event of any inconsistency between the terms and conditions of this grant award and other requirements, the following order of precedence shall apply:

1. Adult Education and Family Literacy Act;
2. Full-Year Continuing Appropriations and Extension Act, 2025 (Public Law 119-4),, March 15, 2025;
3. Other applicable Federal Statutes including Single Audit Amendments Act of 1996, Federal Funding Accountability and Transparency Act of 2006 (FFATA), Digital Accountability and Transparency Act of 2014 (DATA Act) and Grant Reporting Efficiency and Agreements Transparency Act of 2019 (GREAT Act);
4. Uniform Administrative Requirements, Cost Principles, and Audit Requirements: 2 C.F.R. Part 200 as adopted as regulations of the Department of Education in 2 C.F.R. Part 3474;
5. Implementing Regulations located at 34 C.F.R. Parts 75, 76, 77, and 79;
6. Executive Orders (EOs);
7. Office of Management and Budget (OMB) Memorandum;
8. Department of Education and program-specific guidance such as Notices Inviting Applications (NIAs), Frequently Asked Questions (FAQs) and other program announcements including but not limited to the Notification to Perkins and AEFLA Grantees and Subgrantees of Updated PRWORA Interpretation of Federal Public Benefits dated July

10, 2025 and the Fact Sheet: Department of Education (ED) and Department of Labor (DOL) Workforce Development Partnership;

9. The terms and conditions of the Federal award, as included in this Grant Award as the Special Federal Award Terms and Conditions; and

10. The terms and conditions of this TWC grant award.

D. Fund Use

The funds that are provided under this grant award must be expended according to the United States Constitution, Title VI or Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq. or 42 U.S.C. § 200e et seq.) Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act (29 U.S.C. § 794), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131 et seq.), the Boy Scouts of America Equal Access Act of 2001 (20 U.S.C. § 7905), section 117 of the Higher Education Act of 1965, as amended (20 U.S.C. § 1011f), Church Amendments (42 U.S.C. § 300a-7), Coates-Snowe Amendment (42 U.S.C. § 238n) or other applicable federal law, regulations and policies, including those of Adult Education and Family Literacy Act; the applicable approved WIOA Combined State plan with the negotiated performance levels and policies established pursuant to the Department of Education's authority; and the applicable provisions in the appropriations act.

1. To the extent that a grantee uses grant funds for unallowable activities, the Department of Education intends to take appropriate enforcement action including under section 451 of the General Education Provisions Act (GEPA), which may include the recovery of funds under section 452.

2. **Travel (Fly America Act)**. All travel must comply with the Fly America Act (49 U.S.C. § 40118), which states in part that any air transportation, regardless of price, must be performed by, or under a code-sharing arrangement with, a U.S. Flag air carrier if service provided by such carrier is available.

E. Audits

The audit provisions contained elsewhere in this grant award are inclusive of Federal award terms requiring that organization-wide or program-specific audits shall be performed in accordance with Subpart F, the Audit Requirements of the Uniform Guidance. Award recipients and subrecipients that expend \$1,000,000 or more in a year from any Federal awards must have an audit conducted for that year in accordance with 2 C.F.R. § 200.501.

F. Changes in Micro-purchase and Simplified Acquisition Thresholds

The OMB memorandum (M-18-18), issued on June 20, 2018, increased the threshold for micro-purchases under Federal financial assistance awards from \$3,500 to \$10,000 and the threshold for simplified acquisitions under Federal financial assistance awards from \$100,000 to \$250,000.

G. Closeout Requirements

During the closeout process, the Grantee must be able to provide documentation for all direct and indirect costs that are incurred. For instance, if an organization is claiming indirect costs, the documentation that is required is a Negotiated Indirect Cost Rate Agreement or Cost Allocation Plan issued by the grantee's Federal cognizant agency.

Documentation for those approved to utilize a de minimis rate for indirect costs is demonstrated through the grant agreement. Not having documentation for direct or indirect costs will result in costs being disallowed and subject to debt collection. (Note: Unless specified otherwise by TWC, subrecipients must maintain such documentation in accordance with applicable record retention requirements and make it available for review upon request.)

H. Program Income

2 C.F.R. § 200.307 applies to this award, which allows grantees under the AEFLA to earn program income. 2 C.F.R. § 200.1 defines "program income" generally to mean "gross income earned by the non-Federal entity that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance...". Ordinarily, program income is deducted from total allowable program costs and all program income, except for tuition and fees charged to students and employers earned by a subgrantee under this award, must be deducted. A local subgrantee charging reasonable and necessary tuition or fees to students and employers may use that income to provide additional adult education and literacy services that it would otherwise be unable to provide. Program income from tuition and fees must be (1) governed by the terms of the agreement between the TWC and grantee, (2) accounted for in program records, and (3) used only for costs allowable under AEFLA.

Also applicable to this award is 34 C.F.R. § 76.534, which provides that States and subgrantees may not count tuition and fees collected from students toward meeting federal matching, cost-sharing, or maintenance of effort requirements related to this award. Moreover, TWC must ensure that fees charged to students participating in

an adult education program that receives federal support are equitably administered and do not reach levels that have an adverse effect on the participation of economically disadvantaged students.

Note: TWC will recover any program income found remaining at the end of the grant award through the closeout process.

I. Publicity

No funds provided under this grant shall be used for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself.

Nor shall grant funds be used to pay the salary or expenses of any subrecipient or agent acting for such subrecipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or EO proposed or pending before the Congress, or any state government, state legislature, or local legislative body other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local, or tribal government in policymaking and administrative processes within the executive branch of that government.

J. Requirements for Conference and Conference Space

1. Before deciding to use grant funds to attend or host a meeting or conference, a grantee should:
 - a. Ensure that attending or hosting a conference or meeting is consistent with its approved application and is reasonable and necessary to achieve the goals and objectives of the grant;
 - b. Ensure that the primary purpose of the meeting or conference is to disseminate technical information, (e.g., provide information on specific programmatic requirements, best practices in a particular field, or theoretical, empirical, or methodological advances made in a particular field; conduct training or professional development; plan/coordinate the work being done under the grant); and
 - c. Consider whether there are more effective or efficient alternatives that can accomplish the desired results at a lower cost, for example, using webinars or video conferencing.
2. Grantees must follow all applicable statutory and regulatory requirements in determining whether costs are reasonable and necessary, especially the Cost Principles for Federal grants set out at 2 C.F.R. Part 200 Subpart E of the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." In particular, remember that:
 - a. Federal grant funds cannot be used to pay for alcoholic beverages; and

- b. Federal grant funds cannot be used to pay for entertainment, which includes costs for amusement, diversion, and social activities.
3. Grant funds may be used to pay for the costs of attending a conference. Specifically, Federal grant funds may be used to pay for conference fees and travel expenses (transportation, per diem, and lodging) of grantee employees, consultants, or experts to attend a conference or meeting if those expenses are reasonable and necessary to achieve the purposes of the grant. When planning to use grant funds for attending a meeting or conference, grantees should consider how many people should attend the meeting or conference on their behalf. The number of attendees should be reasonable and necessary to accomplish the goals and objectives of the grant.
4. A grantee hosting a meeting or conference may not use grant funds to pay for food for conference attendees unless doing so is necessary to accomplish legitimate meeting or conference business. A working lunch is an example of a cost for food that might be allowable under a Federal grant if attendance at the lunch is needed to ensure the full participation by conference attendees in essential discussions and speeches concerning the purpose of the conference and to achieve the goals and objectives of the project.
5. A meeting or conference hosted by a grantee and charged to a Department grant must not be promoted as a U.S. Department of Education conference. This means that the seal of the U.S. Department of Education must not be used on conference materials or signage without Department approval. All meeting or conference materials paid for with grant funds must include appropriate disclaimers, such as the following:

The contents of this (insert type of publication; e.g., book, report, film) were developed under a grant from the Department of Education. However, those contents do not necessarily represent the policy of the Department of Education, and you should not assume endorsement by the Federal Government.

6. Grantees are strongly encouraged to contact TWC with any questions or concerns about whether using grant funds for a meeting or conference is allowable prior to committing grant funds for such purposes. A short conversation could help avoid a costly and embarrassing mistake.
7. Grantees are responsible for the proper use of their grant awards and may have to repay funds to TWC if they violate the rules on the use of grant funds, including the rules for meeting- and conference-related expenses.

8. Subawards

- a. A subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.
- b. The provisions of the Terms and Conditions of this award will be applied to any subrecipient under this award. Each pass-through entity is responsible for monitoring subrecipients, ensuring that the Terms and Conditions are in all subaward packages and that

the subrecipients comply with all applicable regulations and the terms and conditions of this award (2 C.F.R. § 200.101(b)).

K. Procurement

1. Award recipients must follow the same procurement policies and procedures it uses for non-Federal funds. Every purchase order or contract must include any clauses required by section 2 C.F.R. § 200.327 Contract Provisions.
2. Privacy Act. No funds can be used in contravention of 5 U.S.C. § 552a (Privacy Act) or regulations implementing the Privacy Act.
3. Prohibition on Contracting with Corporations with Felony Criminal Convictions. Subrecipients may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a subgrant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months.
4. Prohibition on Contracting with Corporations with Unpaid Tax Liabilities. Subrecipients may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a subgrant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
5. Reporting of Waste, Fraud and Abuse. No entity receiving federal funds may require employees or contractors of such entity seeking to

report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

6. Requirement to Provide Certain Information in Public

Communications. When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all non-Federal entities receiving Federal funds shall clearly state:

- a. The percentage of the total costs of the program or project which will be financed with Federal money;
- b. The dollar amount of Federal funds for the project or program; and
- c. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

Grantees must comply with these conditions under Pub.L. 118-47, Division D, Title V, Section 505, as provided in Pub.L. 119-4.

The requirements of this part are separate from those in 2 C.F.R. Part 200 and, when, appropriate, both must be complied with.

7. Restrictions on Lobbying/Advocacy. No federal funds may be used by subrecipients, other than for normal and recognized executive-legislative relationships, to engage in lobbying or advocacy activities (including publicity or propaganda purposes or for the preparation of

any publication or electronic communication) designed to support or defeat the enactment of federal, state, or local legislation, regulations, appropriations, order, or other administrative action, except in presentation to Congress or a State or local legislature itself or for participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

L. Telecommunications

Title 2 C.F.R. § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending grant funds to:

- (1)** Procure or obtain covered telecommunications equipment or services;
- (2)** Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
- (3)** Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

(b) As described in section 889 of Public Law 115-232, “covered telecommunications equipment or services” means any of the following:

- (1)** Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2)** For the purpose of public safety, security of government

facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment;

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;

(c) For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(d) In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that

communications service to users and customers is sustained.

- (e)** When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.
- (f)** For additional information, see section 889 of Public Law 115-232 and 2 C.F.R. § 200.471.

M. Public Policy

1. **Architectural Barriers**. The Architectural Barriers Act of 1968, 42 U.S.C. §§ 4151 et seq., as amended, the Federal Property Management Regulations (see 41 C.F.R. Part 102-76), and the Uniform Federal Accessibility Standards issued by GSA (see 36 C.F.R. Part 1191, Appendices C and D) set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.
2. **Drug-Free Workplace**. The Drug-Free Workplace Act of 1988, 41 U.S.C. §§ 8101 et seq., and 2 C.F.R. Part 182 require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. Refer to the Drug-Free Workplace Certification applicable to this grant award for notification and other requirements. Failure to comply with these requirements may be cause for suspension or debarment.

3. **Executive Orders.**

- i. **Subcontracting/Subgranting Opportunities to certain Entities and Individuals (EO 12928).** Pursuant to EO 12928, subrecipients are strongly encouraged to provide subcontracting/subgranting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.
- ii. **Seat Belt Use (EO 13043).** Pursuant to EO 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, subrecipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.
- iii. **Text Messaging While Driving (EO 13513).** Pursuant to EO 13513, "Federal Leadership on Reducing Text Messaging While Driving", dated October 1, 2009, subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles, or government-owned vehicles, or while driving personally-owned vehicles when on official Government business or when performing any work for or on behalf of the Government. Subrecipients are also encouraged to conduct initiatives of the type described in section 3(a) of EO 13513.

4. **The Build American, Buy American Act (BABAA).** BABAA was enacted as part of the Infrastructure Investments and Jobs Act, Public Law 117-58 and requires compliance with domestic content

procurement preference requirements established in Section 70914 for federal financial assistance projects for infrastructure. The Buy America preference requires all iron, steel, manufactured products, and construction materials used for infrastructure projects in the United States under and award to be domestically manufactured. Covered activities include the construction, alteration, maintenance or repair of public infrastructure, including buildings and real property. See OMB Memorandum M-22-11.

5. **Flood Insurance**. The Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. §§ 4001 et seq., provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in communities in the United States identified as flood-prone, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within one year of the identification. The flood insurance purchase requirement applies to both public and private applicants. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA).
6. **Hotel-Motel Fire Safety**. Pursuant to 15 U.S.C. § 2225a, subrecipients must ensure that all space for conferences, and conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (Pub. L. 101-391, as amended). Subrecipients may search the Hotel Motel National Master List at <https://apps.usfa.fema.gov/hotel/> to see if a property is in compliance, or to find other information about the Act.

7. **Prohibition on Trafficking in Persons.** Grantee shall comply with 2 C.F.R. § 175. The standards specified in 2 C.F.R. §175.105 are incorporated into this grant.
 - a. The grantee certifies that:
 - i. The grantee has implemented a plan to prevent the activities described in 2 C.F.R. § 175.105(a) and is in compliance with this plan;
 - ii. The grantee has implemented procedures to prevent any activity described in 2 C.F.R. § 175.105(a) and to monitor, detect, and terminate any subrecipient, contractor, subcontractor, or employee of the recipient engaging in any activities described in that section; and,
 - iii. To the best of the grantee's knowledge, neither the grantee, nor any subgrantee, contractor or subcontractor of the grantee or of such a subgrantee, contractor or subcontractor, is engaged in any of the activities described in 2 C.F.R. § 175.105(a).
 - b. Grantee must make this certification annually. Any plans or procedures implemented must be appropriate to the size and complexity of the grant and grantee must provide a copy to TWC upon request.
 - c. Under this provision, TWC may terminate a grant without penalty for any violation of these provisions by the grantee, its employees, or its subrecipients.
8. **Participation of faith-based organizations.** A faith-based organization that participates in this program retains its

independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law. A faith-based organization may not use direct Federal financial assistance from TWC to support or engage in any explicitly religious activities except when consistent with the Establishment Clause of the First Amendment and any other applicable requirements. Such an organization also may not, in providing services funded by TWC, or in outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice. The following is a list of applicable provisions:

- i. Religious Freedom Restoration Act of 1993 (42 USC 2000bb et seq.);
- ii. Executive Order 13279 Equal Protection of the Laws for Faith-based and Community Organizations;
- iii. Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships with Faith-based and Other Neighborhood Organizations;
- iv. Executive Order 13831, Establishment of a White House Faith and Opportunity Initiative; and
- v. 28 C.F.R Part 38, Partnerships with Faith-based and Other Neighborhood Organizations.

9. **Written notice of beneficiary protections.** In accordance with the Education Department General Administrative Regulations (EDGAR), 34 CFR Part 76.712, all grantees and subgrantees providing social

services under a Department program supported by direct Federal financial assistance (e.g., programs that provide employment, independent living, education, or related services to individuals or groups of individuals) must give written notice to a beneficiary or prospective beneficiary of certain protections. The written notice that an organization uses to notify beneficiaries or prospective beneficiaries of certain religious non-discrimination protections must include language substantially similar to that in Appendix C to 34 C.F.R. Part 75 (See EDGAR, 34 C.F.R. Part 76.712(d)). Grantees and subgrantees have discretion regarding how to provide the notice, which may include providing the notice directly to each beneficiary, posting it on the grantee's website, or other means. A grantee or subgrantee that participates in multiple Department programs may provide a single notice covering all applicable programs. Additionally, grantees must ensure that the notice is accessible to individuals with disabilities and limited English proficient individuals as required by law. Unless notified by the applicable program office, a grantee or subgrantee is not required to include in the notice the information in paragraph (5) of Appendix C to 34 C.F.R. Part 75 (i.e., the opportunity of a beneficiary to receive information about other similar providers).

10. Whistleblower Protections. This grant and employees working on this grant are subject to the whistleblower rights and remedies established at 41 U.S.C. § 4712. The subrecipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in section 3.908 of the Federal Acquisition Regulation (48 C.F.R. § 3.908; note that for the purpose of this term and condition, use of the term "contract," "contractor," "subcontract,"

AEFLA STC (09-10-25)

or "subcontractor" in section 3.908 should be read as "grant," "grantee," "subgrant," or "subgrantee"). The subrecipient shall insert the substance of this clause in all subgrants and contracts over the Simplified Acquisition Threshold.

GENERAL TERMS AND CONDITIONS

1. Legal Authority.

The Texas Workforce Commission (TWC) is responsible for administering an integrated workforce development system, including job training, employment, employment related educational programs, and the unemployment compensation insurance program, under the authority of Texas Labor Code § 302.021. TWC has the authority to enter into contracts and administer programs pursuant to Texas Labor Code § 302.002(b).

2. Purpose.

This grant award sets forth the responsibilities and obligations of TWC, the other party(ies) to this grant (hereinafter identified as the Grantee), and its Fiscal Agent (if different from the Grantee), with respect to the implementation and administration of the program defined within the Request for Applications (RFA) and the Grant Application.

3. Grant Performance.

3.1 The Grantee agrees to perform under this grant award in accordance with the commitments established within the RFA and the Grant Application. Services under this award shall be provided in compliance with:

- all applicable federal and state laws, regulations, and rules;
- all TWC policies and procedures or guidance materials incorporated herein by specific reference; and
- all terms and conditions of this grant award.

3.2 The Grantee has, or shall obtain within forty-five (45) days, personnel capabilities necessary to implement project requirements and to ensure compliance with this grant award.

3.3 The Grantee shall notify TWC in writing, within ten (10) days, of any change in key personnel assigned to the implementation and administration of this grant award. Key personnel are defined for the purposes of this grant award, as those personnel whose oversight and guidance are essential to the work being performed hereunder and whose knowledge, qualifications, and experiences are critical to the achievement of the objectives of this grant award.

3.4 In consideration of the Grantee's full and satisfactory performance of the specified services, TWC shall be liable to the Grantee in accordance with the terms and limitations established within this grant award.

3.5 Except with respect to defaults of contractors or subrecipients, no liability or loss of rights hereunder shall result to either party from delay or failure in performance (including any failure by the grantee to progress in the performance of the work) if such failure arises out of causes beyond the reasonable control and without the default or negligence of the party affected. Such causes may include but are not limited to acts of God, acts of a public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, serious labor disputes, shortage of or inability to obtain material or equipment, and unusually severe weather. In every case, however, the failure to perform must be beyond the control and without the fault or negligence of the party affected.

4. Administrative Requirements.

4.1 This grant award shall be construed, interpreted, and applied in accordance with the laws of Texas, excluding its choice of law rules.

4.2 If any of the provisions of this grant award shall contravene or be invalid under the laws of the United States or the State of Texas, such contravention or invalidity shall not invalidate the entire grant award. It shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the parties shall be construed and enforced accordingly. The Grantee and TWC shall endeavor to agree on a mutually acceptable alternative provision.

In the event of a conflict between such laws and regulations and the terms and conditions of this grant award, precedence shall be given to the laws and regulations.

4.3 This grant award between the Grantee and TWC shall conform to the administrative requirements found in:

- The Office of Management and Budget (OMB) Uniform Guidance (UG), 2 Code of Federal Regulations (C.F.R.) Part 200, as supplemented by the Texas Grant Management Standards (TxGMS) (as applicable);
- TWC Rules in 40 Texas Administrative Code (TAC) Part 20;
- TWC's Financial Manual for Grants and Contracts (FMGC); and
- any directives specified by TWC issuance except as otherwise specifically authorized by TWC in writing.

4.4 All costs must conform to cost principles found in:

- any specific term or condition within the RFA, Grant Application, grant award and attachments;
- OMB UG, 2 C.F.R. Part 200, as supplemented by TxGMS (as applicable);
- TWC's FMGC; and
- any TWC directives, as applicable.

5. Surety Requirements (Includes Public Education Institutions).

5.1 The Grantee understands and agrees that it shall be liable to repay to TWC any funds not expended in accordance with this grant or determined to be expended in violation of the terms of this grant and under OMB UG, 2 C.F.R. Part 200, including loss arising from a fraudulent or dishonest act of the Grantee's officers and employees holding positions of fiduciary trust.

5.2 All repayment made by the Grantee to TWC pursuant to Section 5.1 of these General Terms and Conditions (GTCs) shall be from non-federal funds.

5.3 The Grantee's failure to make repayment to TWC within thirty (30) days after demand may result in legal actions to recover such funds and any additional costs incurred by TWC, including allowable interest.

6. Bonding Requirements.

Entities backed by a taxing authority are exempt from the following bonding requirements. Examples of entities that are backed by a taxing authority include, but are not limited to public colleges, public

universities, independent school districts, and consolidated school districts.

6.1 The funds provided by this grant award shall be included in coverage provided by a fidelity bond that indemnifies TWC against loss arising from a fraudulent or dishonest act of the Grantee's officers and employees holding positions of fiduciary trust.

6.2 The Grantee shall obtain a bond sufficient to cover the largest cumulative amount of all cash requests submitted by a grantee on any given day or the cumulative amount of funds on hand at any given point. This determination shall be made by aggregating the cumulative amounts drawn from TWC by the Grantee during any consecutive three-day period.

Under no circumstances shall TWC disburse to the Grantee an amount of cash that exceeds the bond amount.

6.3 The bond shall be executed by a corporate surety or sureties holding Certificates of authority, authorized to do business in the State of Texas, and acceptable to TWC.

If a surety upon a bond loses its authority to do business in the State of Texas, or the bond is cancelled, reduced, or otherwise amended, the Grantee shall immediately notify TWC and provide a replacement bond adequate to cover the terms and conditions of this section. Until such time that, an adequate replacement bond is secured by the insurer and provided to TWC, no further disbursements shall be made to the Grantee.

6.4 The Grantee shall be the insured entity and TWC shall be the assigned Certificate holder. A copy of the bond shall be forwarded to TWC by email or, if necessary, by mail to:

Email:

Payables.cder@twc.texas.gov

Mail:

Texas Workforce Commission

Contracts Payable

101 East 15th Street, Room 476

Austin, Texas 78778 – 0001

6.5 The failure of the Grantee to provide evidence of the required bond within fifteen (15) calendar days of the beginning date of this grant award may result in termination of the grant award.

6.6 The Grantee will include the substance of the provisions of this section in any subcontracts for goods or services under this grant award.

7. Rights in Data, Products, or Inventions.

7.1 TWC may reproduce, prepare derivative works, distribute copies to the public, perform publicly and display publicly, by or on behalf of TWC any data, product, or invention developed under this grant award or purchased with funds from this grant award.

7.2 Excluding copyrighted, licensed, and public domain software, the Grantee grants to TWC and its designated representatives, unlimited

rights to any data, databases, or data processing programs first developed, produced, or delivered under this grant award. Such data includes recorded information regardless of form or media.

7.3 Upon termination of this grant award, whether for cause or convenience, all finished or unfinished documents, records, reports, photographs, etc. prepared by the Grantee shall, at the option of TWC, become the property of TWC.

In the event of such termination, the Grantee may be requested to transfer title and deliver to TWC any property or products the Grantee has acquired or produced in performance of the grant award.

7.4 All data and rights necessary to fulfill the Grantee's obligations to TWC under this grant award must be secured and obtained from its contractors and subrecipients.

If a contractor or subrecipient refuses to accept terms affording TWC such rights, the Grantee shall promptly bring such refusal to the attention of TWC.

7.5 TWC and its officers, agents and employees are indemnified against liability, including costs, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U. S. Code (U.S.C.) § 181) arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property under this grant award, or out of the use or disposal by or for the account of TWC of such supplies or construction work.

7.6 TWC retains non-exclusive, nontransferable, irrevocable, paid-up license to practice, or have practiced the subject invention throughout the world with respect to any invention resulting from activities funded by this grant award in which the Grantee retains title.

8. Prevention of Fraud.

8.1 The Grantee shall establish and implement procedures for preventing, reporting, investigating, and taking appropriate legal and/or administrative action concerning any fraud, program abuse, possible illegal expenditures, unlawful activity, violations of law, or TWC rules, policies, and procedures occurring under this grant award.

8.2 Any member of the Grantee's staff or Grantee's contractor's or subrecipient's staff having knowledge of suspected fraud, program abuse, possible illegal expenditures, unlawful activity, violations of law or TWC rules, policies and procedures occurring under this grant award, shall report such information to TWC's Office of Investigations no later than five (5) business days from the date of discovery of such act.

8.3 An Incident Report regarding such an act must be submitted to:

Texas Workforce Commission

Office of Investigations

101 East 15th Street, Room 230

Austin, Texas 78778-0001

8.4 The Grantee shall establish and implement reasonable internal program management procedures sufficient to ensure that its employees, participants, contractors and subrecipients are aware of

TWC's Fraud and Program Abuse Hotline (1-800-252-3642) and that Hotline posters are displayed to ensure maximum exposure to all persons associated with or having an interest in the programs or services provided under this grant award.

8.5 Except as provided by law or court order, the parties to this grant award shall ensure the confidentiality of all reports of violations, as listed above. Neither the Grantee nor TWC shall retaliate against any person filing a report.

8.6 Upon review of submitted reports, TWC's Office of Investigations may elevate the report to the appropriate federal authority, accept the case for investigation and/or action at the state level, or return the case to the Grantee, or Grantee's contractor or subrecipient, for action including, but not limited to, the following:

- further investigation;
- referral for prosecution under the Texas Penal Code, or other state or federal laws; and/or
- other corrective action, as may be appropriate.

8.7 When referred back to the Grantee, the Grantee shall ensure that a final investigation closing report is submitted to TWC's Office of Investigations after all feasible avenues of investigation and legal and/or corrective action have been taken.

9. Preventing Conflict of Interest.

9.1 The Grantee shall take every reasonable course of action to maintain integrity in the expenditure of these public funds and to avoid favoritism and questionable or improper conduct.

9.2 The Grantee shall administer this award in an impartial manner, free from efforts to gain personal, financial, or political benefit, tangible or intangible. The Grantee and its executive staff and employees, while administering this grant award, shall avoid situations which could give the appearance that any decision was influenced by prejudice, bias, special interest or desire for personal gain.

9.3 The Grantee assures that no person shall participate in any decision relating to any subcontract which affects his/her personal pecuniary interest including, but not limited to:

- employees, contractors or subrecipients of the Grantee; or
- persons who exercise any function or responsibility in the review or approval of the undertaking or carrying out of this grant award.

9.4 The Grantee shall maintain on file, and make available for inspection by TWC, a statement submitted by each Grantee employee, contractor, subrecipient or governing body member disclosing any interest, fact or circumstance, which does or may present a potential conflict of interest. Such conflict of interest disclosure statements shall be updated, as circumstances require, but at least annually.

The above paragraph shall serve as a minimum standard and shall not be construed as to limit the Grantee's authority for more restrictive governance to prevent real and/or apparent conflicts of interest.

10. Grant Provisions.

10.1 The Grantee shall comply with the following:

- Rehabilitation Act of 1973 § 504, 29 U.S.C. § 794, as amended;

- Titles VI and VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d et seq., and 2000e-16, as amended;
- Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1688, as amended;
- The Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq., as amended;
- The Americans with Disabilities Act, 42 U.S.C. § 12101 et seq., as amended;
- Women in Apprenticeship and Non-traditional Occupations Act, 29 U.S.C. § 2501, et seq.;
- Applicable provisions of the Clean Air Act, 42 U.S.C. § 7401 et seq., and the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.;
- The rights and responsibilities for charitable and faith-based providers set forth in the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) § 104, 42 U.S.C. § 604a, as applicable; and
- The Job Training or Employment Assistance Programs, Services, and Preferences Available to Veterans, as set forth in the Texas Labor Code §§ 302.151-302.153.

10.2 TWC and the Grantee may not deny services under this grant award to any person and are prohibited from discriminating against any employee, applicant for employment, or beneficiary because of race, color, religion, sex, national origin, age, physical or mental

disability, temporary medical condition, political affiliation or belief, or citizenship.

10.3 The Grantee shall ensure that the evaluation and treatment of employees and applicants for employment are free from discrimination.

10.4 The Grantee shall make a reasonable effort to meet the state goal on subcontracts and supplier contracts to historically underutilized businesses certified by the State of Texas, as defined in Texas Government Code § 2161.001, including any certified woman or minority owned businesses or enterprises.

10.5 The Grantee shall adopt and implement applicable provisions of the model HIV/AIDS workplace guidelines of the Texas Department of State Health Services as required by the Texas Health and Safety Code § 85.001 et seq. (Applicable to state agencies only).

11. Contractors and Subrecipients.

The Grantee assures that the performance rendered by all contractors and subrecipients shall comply with all the terms and provisions of this grant award as if the performance were rendered by the Grantee and shall require such contractors and subrecipients to comply with all requirements, as covered in this grant award.

12. Records: Retention, Confidentiality, and Access.

12.1 The Grantee shall retain financial and supporting documents, statistical records, and any other records pertinent to the services provided under this grant for which a claim or report was submitted to TWC. These supporting records and documents must be kept for a

minimum of three (3) years after final payment and all other pending matters are closed out.

12.2 The Grantee shall establish and maintain a method to secure the confidentiality of records and other information relating to clients in accordance with applicable federal and state laws, rules, and regulations. This provision shall not be construed, as limiting TWC's right of access to client case records or other information relating to clients served under this contract.

12.3 The Grantee shall grant access and the right to examine, copy, or mechanically reproduce, all reports, books, papers, documents, automated data systems, and other records pertaining to this contract from Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., local time, excluding state or federal holidays. In the event of suspected fraud, malfeasance, or program abuse, Agency investigators may retain the original records and leave the mechanically reproduced copies in place of the original records. Such rights of access and examination are granted to the duly authorized representatives of:

- the United States Department of Agriculture;
- the United States Department of Education;
- the United States Department of Health and Human Services;
- the United States Department of Labor;
- the Comptroller General of the United States;
- the General Accounting Office;

- the State Auditor's Office (SAO); the Office of the Attorney General of Texas;
- the TWC;
- other state and federal auditing agencies; and
- any duly authorized representatives of the above-named agencies as deemed appropriate by the Agency.

12.4 Such rights to access under paragraph 12.3 of this section shall continue as long as the Grantee retains the records.

12.5 TWC, and any of its authorized representatives, shall have timely and reasonable access to all Grantee records and personnel related to this grant award for the purpose of inspection, monitoring, auditing, evaluation, interview, and discussion.

13. Monitoring, Audits, and Evaluations.

13.1 As applicable, the Grantee shall supply to TWC an audit that is in compliance with the Single Audit Act of 1984, as amended July 1996, 31 U.S.C., Chapter 75, and OMB UG, 2 C.F.R. Part 200, Subpart F, TxGMS, TWC's FMGC, and any other applicable federal, state, or program-specific audit requirements, applicable at the time costs were incurred. Other applicable federal, state, or program-specific audit requirements, may include, but are not limited to the U.S. Department of Health and Human Services regulations at 45 C.F.R. Part 75, and U.S. Department of Labor regulations at 2 C.F.R. Part 2900, as applicable.

Example: Under the OMB UG, 2 C.F.R. Part 200, Subpart F, an entity defined as a "non-Federal entity" for purposes of that Subpart, that

"expends \$1,000,000 or more during the non-Federal entity's fiscal year in [all] Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of" 2 C.F.R. Part 200.

13.2 TWC reserves the right to conduct, or cause to be conducted, an independent audit of all funds received by the Grantee under this grant award. Such an audit may be performed by the local government audit staff, a certified public accounting firm, or other auditors as designated by TWC and must be conducted in accordance with applicable federal rules and regulations, grant award guidelines, and established professional standards and practices.

13.3 The Grantee understands that acceptance of funds under this grant award acts as acceptance of the authority of the SAO, or any successor agency, to audit or investigate the expenditure of funds under this grant award or any subcontract. The Grantee further agrees to cooperate fully with the SAO or its successor, including providing all records requested. The Grantee will ensure that this clause concerning the authority to audit funds received indirectly by contractors and subrecipients through the Grantee and the requirement to cooperate is included in any subcontract it awards.

13.4 The Grantee shall develop and maintain a contractor or subrecipient monitoring system, acceptable to TWC, covering any contract or subrecipient it awards from this grant award.

Complete records of all monitoring performed by the Grantee shall be maintained and made available to TWC during such subcontract performance periods and for as long thereafter as an unresolved deficiency may require.

13.5 TWC reserves the right to conduct or cause a designee to conduct monitoring and evaluation studies of the performance of the Grantee or any contractor or subrecipient for services rendered under this grant award.

TWC retains the right to perform such monitoring and evaluation studies that it determines necessary and will report preliminary results to the Grantee and any contractor or subrecipient before the monitoring and evaluation is concluded and the final results are made a matter of record.

13.6 If a charitable or faith-based organization who is a contractor or subrecipient to the Grantee establishes a separate account for the government funds provided through this grant award, then only the services and activities supported by those funds will be subject to audit by TWC or its duly authorized representatives.

13.7 The Grantee shall cooperate with any monitoring, review, audit or examination conducted pursuant to this section.

14. Dispute Resolution.

14.1 To the extent applicable under state and federal law, a Grantee's claim for breach that the parties cannot resolve in the ordinary course of business shall be submitted to the dispute resolution process provided for in 40 TAC, Chapter 800, Subchapter K, as further described in this section.

- To initiate the process, the Grantee shall submit written notice to TWC's contract manager. Said notice shall specifically include the information required by 40 TAC § 800.453, as well as other

supporting documentation or other tangible evidence to facilitate TWC's evaluation of the Grantee's claim.

- Neither the execution of this grant award by TWC nor any other conduct of any representative of TWC relating to this grant award or the dispute resolution process described herein shall be considered a waiver of sovereign immunity to suit.

14.2 Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the Grantee, in whole or in part.

15. Sanctions and Penalties.

15.1 The Grantee acknowledges and accepts that special conditions may be imposed by TWC, and certain enforcement remedies exercised (set forth within OMB UG, 2 C.F.R. Part 200) if the Grantee has been designated as a "high risk" grantee. Special conditions or restrictions could include:

- payment on a reimbursement basis;
- withholding authority to proceed to the next project phase until receipt of evidence of acceptable performance;
- additional and more detailed financial reporting;
- additional project monitoring;
- requiring the Grantee to obtain technical or management assistance;
- establishing additional prior approvals; or

- other conditions or restrictions appropriate to the circumstances.

15.2 The Grantee acknowledges and accepts that failure of the Grantee to comply with any provision of this grant award, whether stated in a federal or state statute or regulation, Commission rule, an assurance, a certification, an application or TWC policy or procedure referenced in a grant award may subject the Grantee to sanctions and enforcement or remedial measures appropriate to the circumstances, including temporary withholding of cash payments, disallowance of costs, whole or partial suspension of the award, withholding of further awards, or other remedies that may be legally available.

16. Appeals.

Any sanctions or penalties imposed under this grant may be appealed pursuant to Texas Government Code, Chapter 2260.

17. Changes and Amendments.

17.1 This grant award, and all documents or subsequent agreements referenced herein, is the entire agreement between the parties. All oral or written agreements between the parties hereto relating to the subject matter of this grant award that were made prior to the execution of this grant award have been reduced to writing and are contained or referenced herein.

17.2 Any alterations, additions, or deletions to the terms of this grant award required by changes in federal or state law or by regulations are automatically incorporated into this grant award without written amendment hereto and shall become effective on the date designated by such law or regulation.

17.3 To ensure effective performance under this grant award, all parties agree that TWC may amend performance requirements during this grant period, to interpret or clarify a change in federal or state law, rules or regulations, by issuing formal directives to establish or clarify such performance requirements.

- After a period of no less than thirty (30) days subsequent to written notice (unless more rapid implementation is required by law) such formal directives shall have the effect of qualifying the terms of this grant award and shall be binding upon the Grantee and TWC as if written herein.
- Such TWC directives shall not alter the terms of this grant award to relieve TWC of any obligation specified in this grant award to reimburse the Grantee for costs properly incurred prior to the effective date of such formal directives.

17.4 Except as specifically provided by Sections 17.1, 17.2 and 17.3 of these GTCs, any additions, alterations, deletions, or extensions, to the terms of this grant award shall be by amendment hereto in writing and executed by all parties to this grant award except for budget line item changes, which shall be processed pursuant to Financial Requirements, Section I, Expenditure Limitations attached to this grant award. Any other attempted changes, including oral modifications, written notices that have not been signed by all parties, or other modifications of any type, shall be invalid.

17.5 TWC reserves the sole option to renew or extend this grant award after the initial period. Such renewal will be based upon a compliance review and TWC's continuing need for the services. TWC may consider a written request for renewal or extension submitted by

the Grantee. Such written request must be received by TWC no later than thirty (30) calendar days prior to the expiration of this grant award.

18. Termination.

18.1 This grant award may be terminated without cause, in whole or in part, by TWC whenever it determines that such termination is in the best interest of TWC or the State.

18.2 Either party may terminate this grant award for breach, pending completion of any reports or audits required by TWC. Such termination shall be effective upon receipt of written notification of termination, provided no less than sixty (60) days in advance.

BROWNSVILLE ISD
TEXAS ADULT EDUCATION AND LITERACY PROGRAM
UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

200.332 Requirements for Pass -Through Entities

Subrecipient Name:	TEXAS WORKFORCE COMMISSION
Recipient UEI:	QGAGLVKBM6C6
Contact Information:	N/A
Awarding Official:	Randy L. Townsend, Interim Executive Director
Address:	101 East 15th Street Austin, Texas 78778-0001
Phone Number:	(512) 463-2222

Awarding FAIN:

V002A230044

Federal Award Date:

7/1/2023

Total Award Amount:

\$78,217,666.00

Description:

Adult Education - State Grant Program

Agency:

Department of Education

Assistance Listing (ALN) Description:

84.002A - To fund local programs of adult education and literacy services, including workplace literacy services, family literacy services, and English literacy and integrated English literacy-civics education programs. Participation in these programs is limited to adults and out-of-school youths aged 16 and older who do not have a high school diploma or equivalent and who are not enrolled or required to be enrolled in a secondary school under State law. See 20 USC 9207(1)

Awarding FAIN:

V002A240044

Federal Award Date:

7/1/2024

Total Award Amount:

\$77,725,342.00

Description:

Adult Education - State Grant Program

Agency:

Department of Education

Assistance Listing (ALN) Description:

84.002A - To fund local programs of adult education and literacy services, including workplace literacy services, family literacy services, and English literacy and integrated English literacy-civics education programs. Participation in these programs is limited to adults and out-of-school youths aged 16 and older who do not have a high school diploma or equivalent and who are not enrolled or required to be enrolled in a secondary school under State law. See 20 USC 9207(1)

Awarding FAIN:

V002A250044

Federal Award Date:

7/1/2025

Total Award Amount:

\$78,307,243.00

Description:

Adult Education - State Grant Program

Agency:

Department of Education

Assistance Listing (ALN) Description:

84.002A - To fund local programs of adult education and literacy services, including workplace literacy services, family literacy services, and English literacy and integrated English literacy-civics education programs. Participation in these programs is limited to adults and out-of-school youths aged 16 and older who do not have a high school diploma or equivalent and who are not enrolled or required to be enrolled in a secondary school under State law. See 20 USC 9207(1)

ALN: 84.002 A

Local Board Area:	Provider:	Total Grant Award		Indirect Rate
		Federal ELC	Amount	
29- Statewide	BROWNSVILLE ISD	PY24FY25 \$ 700,000	\$ 700,000.00	
		PY25FY26 \$ 613,335	\$ 613,335.00	
		Total by ALN \$ 1,313,335.00	\$ 1,313,335.00	

Research and Development Award:

N

**BROWNSVILLE ISD
ADULT EDUCATION AND LITERACY SERVICE PROVIDER GRANT
GRANT SUMMARY FORM**

Year 1 ~ RFA Award

Type of Cost	IELCE Funds (ALN: 84.002)	Total Grant Funds	Note:
Administrative	\$32,620	\$32,620	Initial July allocation per RFA award. Full
Program (and Infrastructure)	\$667,380	\$667,380	grant funds will be available after Sept. 1.
Sub-Total Funds	\$700,000		HT 8.12.2024
Total Grant Funds		\$700,000	

Combined Grant Total	\$700,000
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Year 2 ~ First Distribution

Type of Cost	IELCE Funds (ALN: 84.002)	Total Grant Funds	Note:
Administrative	\$30,667	\$30,667	
Program (and Infrastructure)	\$582,668	\$582,668	
Sub-Total Funds	\$613,335		Yearly allocation.
Total Grant Funds		\$613,335	

Combined Grant Total	\$1,313,335
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Year 2 ~ Second Distribution

Type of Cost	IELCE Funds (ALN: 84.002)	Total Grant Funds	Note:
Administrative	\$30,667	\$30,667	
Program (and Infrastructure)	\$582,668	\$582,668	Funding allocation approved by
Sub-Total Funds	\$613,335		Commission on 10/7/25
Total Grant Funds		\$613,335	

Combined Grant Total	\$1,313,335
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**Cash Draw and Monthly Expenditure
Reporting (CDER) System
Budget Overview**

Cost Category	Line Budget Amount
AEL Combined - Administration	\$30,667.00
AEL Combined - Career Services	\$0.00
AEL Combined - Corrections	\$0.00
AEL Combined - Infrastructure	\$0.00
AEL Combined - Program Costs	\$582,668.00
AEL Combined - Support Services	\$0.00
AEL Combined - Training Costs	\$0.00
<i>AEL Combined Subtotal</i>	\$613,335.00
<i>Budget Total</i>	\$613,335.00

Certificate Of Completion

Envelope Id: 02CC0BEA-E83E-42A8-9A54-D776A1A66882
 Status: Sent
 Subject: Complete with DocuSign: 2924ALA038-4 BrownVille ISD.pdf
 docSeqId:
 docType:
 Source Envelope:
 Document Pages: 48 Signatures: 1
 Certificate Pages: 5 Initials: 0
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)
 Envelope Originator:
 TWC Grant Signature
 101 E. 15th Street, Room 0154-B
 Austin, TX 78778
 TWC.GrantSignature@twc.texas.gov
 IP Address: 208.65.145.45

Record Tracking

Status: Original	Holder: TWC Grant Signature TWC.GrantSignature@twc.texas.gov	Location: DocuSign
November 18, 2025 16:36		
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Texas Workforce Commission- Production Account	Location: DocuSign

Signer Events

Irene Morales irene.morales@twc.texas.gov Edward Serna, Executive Director Security Level: Email, Account Authentication (None)	Signature Completed	Timestamp Sent: November 18, 2025 16:43 Viewed: November 19, 2025 08:31 Signed: November 19, 2025 08:31
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Electronic Record and Signature Disclosure:
 Accepted: November 19, 2025 | 08:31
 ID: f2438086-bb0f-4259-b0d5-2732112c0688

Randy Townsend randy.townsend@twc.texas.gov Interim Executive Director TWC Security Level: Email, Account Authentication (None)	Signature Randy Townsend	Timestamp Sent: November 19, 2025 08:31 Viewed: November 19, 2025 12:04 Signed: November 19, 2025 12:05
	Signature Adoption: Pre-selected Style Using IP Address: 208.65.145.45	

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Griselda Gonzalez Tienda rgonzalez@bisd.us Security Level: Email, Account Authentication (None)		Timestamp Sent: November 19, 2025 12:05 Viewed: November 19, 2025 14:16
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Electronic Record and Signature Disclosure:
 Accepted: November 19, 2025 | 14:16
 ID: 36e68457-f86d-4de5-8bca-fd505b235183

Dr. Jesus Chavez jhchavez@bisd.us Security Level: Email, Account Authentication (None)		
	Signature	Timestamp
	Status	Timestamp

In Person Signer Events

Editor Delivery Events

Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	November 18, 2025 16:43
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft obo Texas Workforce Commission (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft obo Texas Workforce Commission:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To advise Carahsoft obo Texas Workforce Commission of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft obo Texas Workforce Commission

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft obo Texas Workforce Commission

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to heather.hall@twc.state.tx.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft obo Texas Workforce Commission as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft obo Texas Workforce Commission during the course of your relationship with Carahsoft obo Texas Workforce Commission.



Brownsville Independent School District

Agenda Category: General Function Contracts/MOU Board of Education Meeting: 10/07/25

Item Title: BISD 220 Fund/TWC 243 Fund - Integrated English Literacy & Civics Educ. (2025-2026 Grant Award) Amendment 003

Action
Information
Discussion

BACKGROUND:

BISD Fund 220/TWC Fund 243 - Integrated English Literacy & Civics Education funds have been awarded to the Brownsville Independent School District in the amount of \$319,938.00 to provide ESL (English as a Second Language) classes and certification for in demand occupations throughout the Cameron County area. These programs deliver educational skills to educationally disadvantaged youth and adults throughout Cameron County.

FISCAL IMPLICATIONS:

BISD Fund 220/TWC Fund 243 – IELCE Federal Adult Education Function 61- Community Services	\$319,938.00
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RECOMMENDATION:

Recommend approval of the Amendment 003 to the Integrated English Literacy & Civics Education funds in the amount of \$319,938.00 for BISD Fund 220/TWC Fund 243- Integrated English Literacy & Civics Education Fund for the 2025-2026 school year at no cost to the district.

Approved for Submission to Board of Education:

Reyes R. Rivera

Submitted by: Principal/Program Director

Recommended by: Asst. Supt./Exec. Dir.

Miguel Salinas

Reviewed by: Staff Attorney

Dr. Nellie Cantu

Approved by: Chief Officer

9/30/25

Jesus H. Chavez
Dr. Jesus H. Chavez, Superintendent

TEXAS WORKFORCE COMMISSION
GRANT AWARD AGREEMENT
AMENDMENT NUMBER 003

TWC Award Number	2924ALA038
Grant Program Title	ADULT EDUCATION AND LITERACY SERVICE PROVIDER GRANT
Grantee Name	
Brownsville ISD	
Effective Date	
<p>This Grant Award Amendment shall be effective on October 1, 2025, or on the date the Grant Award Amendment is signed by all Parties, whichever occurs last. All terms and conditions not otherwise amended herein remain in effect.</p>	
Grant Period	
<p>The Grant Period is amended as follows:</p> <p>Current End Date: September 30, 2025 Amended End Date: June 30, 2026</p>	
<p>If blank, there are no changes to this section.</p>	
General Terms and Conditions	
<p>The General Terms and Conditions are amended as follows:</p> <ol style="list-style-type: none"> 1. Revised NonBoard NonGovt General Terms and Conditions (3-17-25). Change made to replace the "Uniform Grant Management Standards" in Section 5 with the "Texas Grant Management Standards" and their abbreviations. Revised TWC contact info in Section 6. Minor changes to format. 	
<p>If blank, there are no changes to this section.</p>	
Work Plan	
<p>The Work Plan is amended as follows:</p>	
<p>If blank, there are no changes to this section.</p>	

Work Plan - Budget Workbook

The Work Plan-Budget Workbook is amended as follows:

1. Revised Budget Workbook with FY26 Allocations on the Grant Summary Form and CDER System Budget Overview, changes are in bold.

If blank, there are no changes to this section.

Grant Award Amount

Grant award amount amended as follows:

1. Increase Grant Award Amount by \$319,938.

If blank, there are no changes to this section.

Total Amended Grant Award Amount: \$1,019,938.00

Changes to Other than the Listed Amendment Details Categories

Other:

1. Revised Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards is attached; changes are in bold.
2. Due to a Department of Education (ED) Notice of Interpretation (NOI) issued July 11, 2025, clarifying "qualified alien" definitions under the Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA), grantees must update learner eligibility verification procedures for AEFLA-funded services. Verification is required for all individuals enrolled/benefiting from programs outlined in the NOI on or after August 9, 2025.
3. The Professional Development Plan and Detailed Project Plan deliverables due date is changed from June 30, 2025, to October 31, 2025.
4. Table of Contents is revised to reflect the amendment changes.
5. Revised Competitive RFA Award Certs (Fed) (06-20-25). Changes made: An addition of Executive Order 14157 ("Designating Cartels and Other Organizations as Foreign Terrorist Organizations and Specially Designated Global Terrorists") to Section 23, amending Executive Order 13224 ("Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism"). The addition of Section 29, "Relating to the Hardening of State Government against Foreign Actors". The renumbering of the former Section 29, "Certifications," to Section 30. Revised Competitive RFA Award Certs (Fed) (06-20-25).

If blank, there are no changes to this section.

Signature Authority	
The person signing this Grant Award Amendment on behalf of TWC, the Grantee, and the Grantee's Fiscal Agent (if applicable) hereby warrants that he or she has been fully authorized to:	
	<ul style="list-style-type: none">• execute this Grant Award Amendment on behalf of TWC or Grantee's organization, and• validly and legally bind the organization to all the terms, performances, and provisions of this Grant Award Amendment.
Amendment Approval	Texas Workforce Commission  Edward Serna Executive Director Date <u>9/16/2025</u>
Award Acceptance	Brownsville ISD  Dr. Jesus Chavez Superintendent Date <u>10.7.25</u>

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GENERAL TERMS AND CONDITIONS

SECTION 1 – Legal Authority

The Texas Workforce Commission (hereinafter identified as the Agency) is responsible for administering an integrated workforce development system, including job training, employment, employment-related educational programs, and the unemployment compensation insurance program, under the authority of Texas Labor Code § 302.021. Pursuant to Texas Labor Code § 302.002(b), the Agency shall have the authority to enter into contracts and administer programs.

SECTION 2 – Purpose

This grant award sets forth the responsibilities and obligations of the Agency, the other party(ies) to this grant (hereinafter identified as the Grantee), and its Fiscal Agent (if different from the Grantee), with respect to the implementation and administration of the program defined within the Statements of Work.

SECTION 3 – Order of Precedence

This Grant Award between the Agency and the Grantee consists of the documents listed in the Table of Contents. Document terms on this list include all amendments. In the event of a conflict of terms, precedence shall be given to the federal terms and conditions included in the documents. In the event and to the extent any provisions contained in the multiple documents address the same or substantially the same matter but do not actually conflict, the most recent provisions shall be deemed to have superseded earlier provisions. All Grant provisions, however, are subject to

control by the latest amendment and most specific provision and by the applicable state and federal laws, rules and regulations.

SECTION 4 - Grant Performance

- 4.1 The Grantee agrees to perform under this grant award in accordance with the commitments established within the Statements of Work. Services under this award shall be provided in compliance with:
 - 4.1.1 all applicable federal and state laws, regulations, and rules;
 - 4.1.2 all Agency policies and procedures or guidance materials incorporated herein by specific reference; and
 - 4.1.3 all terms and conditions of this grant award.
- 4.2 The Grantee has, or shall obtain within forty-five (45) days, personnel capabilities necessary to implement project requirements and to ensure compliance with this grant award.
- 4.3 The Grantee shall notify the Agency in writing, within ten (10) calendar days, of any change in key personnel assigned to the implementation and administration of this grant award.

(Key personnel are defined for the purposes of this grant award, as those personnel whose oversight and guidance is essential to the work being performed hereunder and whose knowledge, qualifications, and experiences are critical to the achievement of the objectives of this grant award.)
- 4.4 In consideration of the Grantee's full and satisfactory performance of the specified services, the Agency shall be liable to the Grantee in accordance with the terms and limitations established within the attachments to this grant award.

4.5 Except with respect to defaults of contractors or subrecipients, no liability or loss of rights hereunder shall result to either party from delay or failure in performance (including any failure by the grantee to progress in the performance of the work) if such failure arises out of causes beyond the reasonable control and without the default or negligence of the party affected. Such causes may include but are not limited to acts of God, acts of a public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, serious labor disputes, shortage of or inability to obtain material or equipment, and unusually severe weather. In every case, however, the failure to perform must be beyond the control and without the fault or negligence of the party affected.

SECTION 5 - Administrative Requirements

5.1 This grant award shall be construed, interpreted, and applied in accordance with the laws of Texas, excluding its choice of law rules.

5.2 If any of the provisions of this grant award shall contravene or be invalid under the laws of the United States or the State of Texas, such contravention or invalidity shall not invalidate the entire grant award. It shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the parties shall be construed and enforced accordingly. The Grantee and the Agency shall endeavor to agree on a mutually acceptable alternative provision.

In the event of a conflict between such laws and regulations and the terms and conditions of this grant award, precedence shall be given to the laws and regulations.

- 5.3 This grant award between the Grantee and the Agency shall conform to the administrative requirements found in:
 - 5.3.1 The Office of Management and Budget (OMB) Uniform Guidance (UG), 2 Code of Federal Regulations (C.F.R.) Part 200, as supplemented by the Texas Grant Management Standards (TxGMS);
 - 5.3.2 Commission Rules in 40 Texas Administrative Code (TAC) Part 20;
 - 5.3.3 the Agency's Financial Manual for Grants and Contracts (FMGC); and
 - 5.3.4 any directives specified by Agency issuance except as otherwise specifically authorized by the Agency in writing.
- 5.4 All costs must conform to cost principles found in:
 - 5.4.1 OMB UG, 2 C.F.R. Part 200, or 48 C.F.R. Part 31 (as applicable), as supplemented by the Rules promulgated by TxGMS;
 - 5.4.2 the Agency's FMGC; and
 - 5.4.3 other Agency directives, as applicable.
- 5.5 In addition to the other requirements herein, commercial organizations will be subject to the administrative provisions of 48 C.F.R. § 31.103 and the cost principles and procedures in 48 C.F.R. Part 31, Subpart 31.2. The process for determining reimbursable costs in contracts with commercial organizations shall incorporate the cost principles and procedures in 48 C.F.R. Part 31, Subpart 31.2.

SECTION 6 - Bonding Requirements

- 6.1 The funds provided by this grant award shall be included in coverage

provided by a fidelity bond that indemnifies the Agency against loss arising from a fraudulent or dishonest act of the Grantee's officers and employees holding positions of fiduciary trust.

6.2 The Grantee shall obtain a bond sufficient to cover the largest cumulative amount of all cash requests submitted by a grantee on any given day or the cumulative amount of funds on hand at any given point. This determination shall be made by aggregating the cumulative amounts drawn from the Agency by the Grantee during any consecutive three-day period.

Under no circumstances shall the Agency disburse to the Grantee an amount of cash that exceeds the bond amount.

6.3 The bond shall be executed by a corporate surety or sureties holding certificates of authority, authorized to do business in the State of Texas, and acceptable to the Agency.

If a surety upon a bond loses its authority to do business in the State of Texas, or the bond is cancelled, reduced, or otherwise amended, the Grantee shall immediately notify the Agency and provide a replacement bond adequate to cover the terms and conditions of this section. Until such time that, an adequate replacement bond is secured by the insurer and provided to the Agency, no further disbursements shall be made to the Grantee.

6.4 The Grantee shall be the insured entity and the Agency shall be the assigned certificate holder. A copy of the bond shall be forwarded to the Agency by email or, if necessary, by mail to:

Email:

Payables.cder@twc.texas.gov

Mail:

Texas Workforce Commission
Contracts Payable
101 East 15th Street, Room 476
Austin, Texas 78778 - 0001

- 6.5 The failure of the Grantee to provide evidence of the required bond within fifteen (15) calendar days of the beginning date of this grant award may result in termination of the grant award.
- 6.6 The Grantee will include the substance of the provisions of this section in any subcontracts for goods or services under this grant award.

SECTION 7 - Rights in Data, Products, or Inventions

- 7.1 The Agency may reproduce, prepare derivative works, distribute copies to the public, perform publicly and display publicly, by or on behalf of the Agency any data, product, or invention developed under this grant award or purchased with funds from this grant award.
- 7.2 Excluding copyrighted, licensed, and public domain software, the Grantee grants to the Agency and its designated representatives, unlimited rights to any data, databases, or data processing programs first developed, produced, or delivered under this grant award. Such data includes recorded information regardless of form or media.
- 7.3 Upon termination of this grant award, whether for cause or convenience, all finished or unfinished documents, records, reports, photographs, etc. prepared by the Grantee shall, at the option of the Agency, become the property of the Agency.

In the event of such termination, the Grantee may be requested to transfer title and deliver to the Agency any property or products the Grantee has acquired or produced in performance of the grant award.

7.4 All data and rights necessary to fulfill the Grantee's obligations to the Agency under this grant award must be secured and obtained from its contractors or subrecipients.

If a contractor or subrecipient refuses to accept terms affording the Agency such rights, the Grantee shall promptly bring such refusal to the attention of the Agency.

7.5 The Agency and its officers, agents and employees are indemnified against liability, including costs, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U. S. Code (U.S.C.) § 181) arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property under this grant award, or out of the use or disposal by or for the account of the Agency of such supplies or construction work.

7.6 The Agency retains non-exclusive, nontransferable, irrevocable, paid-up license to practice, or have practiced the subject invention throughout the world with respect to any invention resulting from activities funded by this grant award in which the Grantee retains title.

SECTION 8 - Prevention of Fraud

8.1 The Grantee shall establish and implement procedures for preventing, reporting, investigating, and taking appropriate legal and/or administrative action concerning any fraud, program abuse, possible

illegal expenditures, unlawful activity, violations of law, or Agency rules, policies, and procedures occurring under this grant award.

- 8.2 Any member of the Grantee's staff or Grantee's contractor or subrecipient's staff having knowledge of suspected fraud, program abuse, possible illegal expenditures, unlawful activity, violations of law or Agency rules, policies and procedures occurring under this grant award, shall report such information to the Agency's Office of Investigations no later than five (5) working days from the date of discovery of such act.
- 8.3 An Incident Report regarding such an act must be submitted to:

Texas Workforce Commission
Office of Investigations
101 East 15th Street, Room 230
Austin, Texas 78778-0001
- 8.4 The Grantee shall establish and implement reasonable internal program management procedures sufficient to ensure that its employees, participants, contractors, or subrecipients are aware of the Agency's Fraud and Program Abuse Hotline (1-800-252-3642) and that Hotline posters are displayed to ensure maximum exposure to all persons associated with or having an interest in the programs or services provided under this grant award.
- 8.5 Except as provided by law or court order, the parties to this grant award shall ensure the confidentiality of all reports of violations, as listed above. Neither the Grantee nor the Agency shall retaliate against any person filing a report.

- 8.6 Upon review of submitted reports, the Agency's Office of Investigations may elevate the report to the appropriate federal authority, accept the case for investigation and/or action at the state level, or return the case to the Grantee, or Grantee's contractor or subrecipient, for action including, but not limited to, the following:
 - 8.6.1 further investigation;
 - 8.6.2 referral for prosecution under the Texas Penal Code, or other state or federal laws; and/or
 - 8.6.3 other corrective action, as may be appropriate.
- 8.7 When referred back to the Grantee, the Grantee shall ensure that a final investigation closing report is submitted to the Agency's Office of Investigations after all feasible avenues of investigation and legal and/or corrective action have been taken.

SECTION 9 – Preventing Conflict of Interest

- 9.1 The Grantee shall take every reasonable course of action to maintain integrity in the expenditure of these public funds and to avoid favoritism and questionable or improper conduct.
- 9.2 The Grantee shall administer this award in an impartial manner, free from efforts to gain personal, financial, or political benefit, tangible or intangible. The Grantee and its executive staff and employees, while administering this grant award shall avoid situations, which could give the appearance that any decision was influenced by prejudice, bias, special interest or desire for personal gain.
- 9.3 The Grantee assures that no person shall participate in any decision relating to any subcontract which affects his/her personal pecuniary interest including, but not limited to:

- 9.3.1 Employees, contractor, or subrecipients of the Grantee; or
- 9.3.2 persons who exercise any function or responsibility in the review or approval of the undertaking or carrying out of this grant award.

9.4 The Grantee shall maintain on file, and make available for inspection by the Agency, a statement submitted by each Grantee employee, contractor or subrecipient, or governing body member disclosing any interest, fact or circumstance, which does or may present a potential conflict of interest. Such conflict of interest disclosure statements shall be updated, as circumstances require, but at least annually.

The above paragraph shall serve as a minimum standard and shall not be construed as to limit the Grantee's authority for more restrictive governance to prevent real and/or apparent conflicts of interest.

SECTION 10 - Grant Provisions

10.1 The Grantee shall comply with the following:

- 10.1.1 Rehabilitation Act of 1973 § 504, 29 U.S.C. § 794, as amended;
- 10.1.2 Titles VI and VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d et seq., and 2000e-16, as amended;
- 10.1.3 Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1688, as amended;
- 10.1.4 The Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq., as amended;
- 10.1.5 The Americans with Disabilities Act, 42 U.S.C. § 12101 et seq., as amended;

- 10.1.6 Women in Apprenticeship and Non-traditional Occupations Act, 29 U.S.C. § 2501, et seq.;
- 10.1.7 Applicable provisions of the Clean Air Act, 42 U.S.C. § 7401 et seq., and the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.;
- 10.1.8 The rights and responsibilities for charitable and faith-based providers set forth in the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA) § 104, 42 U.S.C. § 604a, as applicable; and
- 10.1.9 The Job Training or Employment Assistance Programs, Services, and Preferences Available to Veterans, as set forth in the Texas Labor Code §§ 302.151-302.153.

- 10.2 The Agency and the Grantee may not deny services under this grant award to any person and are prohibited from discriminating against any employee, applicant for employment, or beneficiary because of race, color, religion, sex, national origin, age, physical or mental disability, temporary medical condition, political affiliation or belief, or citizenship.
- 10.3 The Grantee shall ensure that the evaluation and treatment of employees and applicants for employment are free from discrimination.
- 10.4 The Grantee shall make a reasonable effort to meet the state goal on subcontracts and supplier contracts to historically underutilized businesses certified by the State of Texas, as defined in Texas Government Code § 2161.001, including any certified women or minority owned businesses or enterprises.

SECTION 11 - Contractor and Subrecipients

The Grantee assures that the performance rendered by all contractors or subrecipients shall comply with all the terms and provisions of this grant award as if the performance were rendered by the Grantee, and shall require such contractors or subrecipients to comply with all requirements, as covered in this grant award.

SECTION 12 - Records: Retention, Confidentiality, and Access

- 12.1 The Grantee agrees to retain financial and supporting documents, statistical records, and any other records pertinent to the services provided under this grant for which a claim or report was submitted to the Agency. These supporting records and documents must be kept for a minimum of three (3) years after final payment and all other pending matters are closed out.
- 12.2 The Grantee shall establish and maintain a method to secure the confidentiality of records and other information relating to clients in accordance with applicable federal and state laws, rules, and regulations. This provision shall not be construed, as limiting the Agency's right of access to client case records or other information relating to clients served under this contract.
- 12.3 The Grantee shall grant access and the right to examine, copy, or mechanically reproduce, all reports, books, papers, documents, automated data systems, and other records pertaining to this contract from Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., local time, excluding state or federal holidays. Such rights of access and examination are granted to the duly authorized representatives of:
 - 12.3.1 the United States Department of Agriculture;

- 12.3.2 the United States Department of Education;
- 12.3.3 the United States Department of Health and Human Services;
- 12.3.4 the United States Department of Labor;
- 12.3.5 the Comptroller General of the United States;
- 12.3.6 the General Accounting Office;
- 12.3.7 the Auditor of the State of Texas;
- 12.3.8 the Agency; and
- 12.3.9 other state and federal auditing agencies.

12.4 Such rights to access shall continue as long as the Grantee retains the records.

12.5 The Agency, and any of its authorized representatives, shall have timely and reasonable access to all Grantee records and personnel related to this agreement for the purpose of inspection, monitoring, auditing, evaluation, interview, and discussion.

SECTION 13 - Monitoring, Audits, and Evaluations

- 13.1 The Grantee shall supply to the Agency an audit that is in compliance with the Single Audit Act of 1984, as amended July 1996, 31 U.S.C., Chapter 75, and OMB UG, 2 C.F.R. Part 200, Subpart F, applicable at the time costs were incurred.
- 13.2 The Agency reserves the right to conduct, or cause to be conducted, an independent audit of all funds received by the Grantee under this grant award. Such an audit may be performed by the local government audit staff, a certified public accounting firm, or other auditors as

designated by the Agency and must be conducted in accordance with applicable federal rules and regulations, grant award guidelines, and established professional standards and practices.

13.3 The Grantee understands that acceptance of funds under this grant award acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to audit or investigate the expenditure of funds under this grant award or any subcontract. The Grantee further agrees to cooperate fully with the SAO or its successor, including providing all records requested. The Grantee will ensure that this clause concerning the authority to audit funds received indirectly by contractors or subrecipients through the Grantee and the requirement to cooperate is included in any subcontract it awards.

13.4 The Grantee shall develop and maintain a contractor or subrecipient monitoring system, acceptable to the Agency, covering any subcontract it awards from this grant award.

Complete records of all monitoring performed by the Grantee shall be maintained and made available to the Agency during such subcontract performance periods and for as long thereafter as an unresolved deficiency may require.

13.5 The Agency reserves the right to conduct or cause a designee to conduct monitoring and evaluation studies of the performance of the Grantee or any contractor or subrecipient for services rendered under this grant award.

The Agency retains the right to perform such monitoring and evaluation studies that it determines necessary and will report

preliminary results to the Grantee and any contractor or subrecipient before the monitoring and evaluation is concluded and the final results are made a matter of record.

- 13.6 If a charitable or faith-based organization who is a contractor or subrecipient to the Grantee establishes a separate account for the government funds provided through this grant award, then only the services and activities supported by those funds will be subject to audit by the Agency or its duly authorized representatives.
- 13.7 The Grantee shall cooperate with any audit or examination conducted pursuant to this section.

SECTION 14 - Dispute Resolution

- 14.1 To the extent applicable under state and federal law, a Grantee's claim for breach that the parties cannot resolve in the ordinary course of business shall be submitted to the dispute resolution process provided for in 40 TAC, Chapter 800, Subchapter K, as further described in this section.
 - 14.1.1 To initiate the process, the Grantee shall submit written notice to the Agency's contract manager. Said notice shall specifically include the information required by 40 TAC § 800.453, as well as other supporting documentation or other tangible evidence to facilitate the Agency's evaluation of the Grantee's claim.
 - 14.1.2 Neither the execution of this grant award by the Agency nor any other conduct of any representative of the Agency relating to this grant award or the dispute resolution process described herein shall be considered a waiver of sovereign immunity to suit.

14.2 Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the Grantee, in whole or in part.

SECTION 15 – Sanctions and Penalties

15.1 The Grantee acknowledges and accepts that special conditions may be imposed by the Agency, and certain enforcement remedies exercised (set forth within OMB UG, 2 C.F.R. Part 200), if the Grantee has been designated as a "high risk" grantee.

Special conditions or restrictions could include:

- 15.1.1 payment on a reimbursement basis;
- 15.1.2 withholding authority to proceed to the next project phase until receipt of evidence of acceptable performance;
- 15.1.3 additional and more detailed financial reporting;
- 15.1.4 additional project monitoring;
- 15.1.5 requiring the Grantee to obtain technical or management assistance;
- 15.1.6 establishing additional prior approvals; or
- 15.1.7 other conditions or restrictions appropriate to the circumstances.

15.2 The Grantee acknowledges and accepts that failure of the Grantee to comply with any provision of this grant award, whether stated in a federal or state statute or regulation, Commission rules, an assurance, a certification, an application or Agency policies or procedures

referenced in a grant award may subject the Grantee to sanctions and enforcement or remedial measures appropriate to the circumstances, including temporary withholding of cash payments, disallowance of costs, whole or partial suspension of the award, withholding of further awards, or other remedies that may be legally available.

SECTION 16 - Appeals

Any sanctions or penalties imposed under this grant may be appealed pursuant to Texas Government Code, Chapter 2260.

SECTION 17 - Changes and Amendments

- 17.1 This grant award, and all documents or subsequent agreements referenced herein, is the entire agreement between the parties. All oral or written agreements between the parties hereto relating to the subject matter of this grant award that were made prior to the execution of this grant award have been reduced to writing and are contained or referenced herein.
- 17.2 Any alterations, additions, or deletions to the terms of this grant award required by changes in federal or state law or by regulations are automatically incorporated into this grant award without written amendment hereto, and shall become effective on the date designated by such law or regulation.
- 17.3 To ensure effective performance under this grant award, all parties agree that the Agency may amend performance requirements during this grant period, to interpret or clarify a change in federal or state law, rules or regulations, by issuing formal directives to establish or clarify such performance requirements.

17.3.1 After a period of no less than thirty (30) days subsequent to written notice (unless more rapid implementation is required by law) such formal directives shall have the effect of qualifying the terms of this grant award and shall be binding upon the Grantee and the Agency as if written herein.

17.3.2 Such Agency directives shall not alter the terms of this grant award to relieve the Agency of any obligation specified in this grant award to reimburse the Grantee for costs properly incurred prior to the effective date of such formal directives.

17.4 Except as specifically provided by Sections 17.1, 17.2 and 17.3 of these General Terms and Conditions, any additions, alterations, deletions, or extensions, to the terms of this grant award shall be by amendment hereto in writing and executed by all parties to this grant award except for budget line item changes which shall be processed pursuant to Section 1.6 of Attachment B of this grant award. Any other attempted changes, including oral modifications, written notices that have not been signed by all parties, or other modifications of any type, shall be invalid.

17.5 The Agency reserves the sole option to renew or extend this grant award after the initial period. Such renewal will be based upon a compliance review and the Agency's continuing need for the services. The Grantee may submit a written request that the Agency considers a renewal or extension. Such written request must be received by the Agency no later than thirty (30) calendar days prior to the expiration of this grant award.

SECTION 18 - Termination

- 18.1 This grant award may be terminated, in whole or in part, by the Agency whenever it determines that such termination is in its best interests.
- 18.2 When justified, either party may terminate this grant award for cause, pending completion of any reports or audits required by the Agency. Such termination shall be effective upon receipt of written notification of termination, provided no less than sixty (60) days in advance.

SECTION 19 - Certifications

The Grantee certifies compliance with the federal, state and Agency requirements set forth in Certifications (Attachment C) of this grant award.

CERTIFICATIONS**SECTION 1–Lobbying**

This certification is required by the Federal Regulations, implementing the Program Fraud and Civil Remedies Act 31 U.S.C. § 1352, for the Department of Agriculture (2 C.F.R. Part 418), Department of Labor (29 C.F.R. Part 93), Department of Education (34 C.F.R. Part 82), and the Department of Health and Human Services (45 C.F.R. Part 93). The Grantee certifies by executing this grant award, that the following statements are true and correct:

- 1.1** No Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 1.2** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

1.3 The Grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SECTION 2-Debarment, Suspension, and Other Responsibility Matters

This certification is required by the Federal Regulations, implementing Executive Order 12549, Government-wide Debarment and Suspension, for the Department of Agriculture (2 C.F.R. Part 417), Department of Labor (2 C.F.R. Part 2998), Department of Education (2 C.F.R. Part 3485), and the Department of Health and Human Services (2 C.F.R. Part 376). The Grantee certifies by executing this grant award, that the following statements are true and correct:

2.1 Grantee is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;

2.2 Grantee has not, within a three-year period preceding this grant award, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with

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obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;

- 2.3** Grantee is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in Subsection 2.2 of this Certification; and
- 2.4** Grantee has not had, within a three-year period preceding this grant award, one or more public transactions (Federal, State, or local) terminated for cause or default.

SECTION 3-Drug-Free Workplace

This certification is required by the Federal Regulations, implementing the Drug-Free Workplace Act of 1988, Pub.L. 100-690, §§ 5151-5160 (41 U.S.C. § 8101 et seq., as amended); for the Department of Agriculture (2 C.F.R. Part 421), Department of Labor (29 C.F.R. Part 94), Department of Education (34 C.F.R. Part 86), and the Department of Health and Human Services (2 C.F.R. Part 382). By executing this grant award, Grantee certifies to the following:

- 3.1** Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a

controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;

3.2 Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the organization's policy of maintaining a drug-free workplace, the availability of drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed on employees for drug abuse violations occurring in the workplace;

3.3 Providing each employee with a copy of the policy statement;

3.4 Notifying the employees in the policy statement that as a condition of employment under this grant award, employees shall abide by the terms of the policy statement and shall notify the employer in writing within five (5) calendar days after any conviction for a violation by the employee of a criminal drug statute in the workplace;

3.5 Notifying the Agency in writing within ten (10) calendar days of receipt of a notice of a conviction of an employee; and

3.6 Within thirty (30) calendar days of learning of an employee's conviction, take appropriate personnel action against the employee, up to and including termination, consistent with the Rehabilitation Act of 1973 (29 U.S.C. § 794, as amended), or require such employee to participate in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State, or local health, law enforcement or other appropriate agency.

SECTION 4-Texas Corporate Franchise Taxes

Pursuant to Texas Tax Code, Chapter 171, Subchapter F, for-profit corporations that are delinquent in making state franchise tax payments

shall forfeit their corporate privileges and the right to transact business in this state. The Grantee certifies that if the Grantee's business entity is a for-profit corporation it is not delinquent in its franchise tax payments to the State of Texas.

SECTION 5-Levies, Liens, and Unresolved Audit Exceptions

The Grantee certifies that the business entity in this grant award has no outstanding debts that will result in liens or levies being placed on payments received from the Agency and that it owes no funds to the Agency, including unresolved audit exceptions. An unresolved audit exception is an exception for which the business entity has exhausted all administrative and judicial remedies and also refuses to comply with resulting written demands for payment from the Agency.

SECTION 6-State Assessment Certification

The Grantee certifies by executing this grant award, that both of the following statements are true and correct and that the Grantee understands making a false statement is a material breach of contract and is grounds for cancellation of this grant award:

- 6.1** The Grantee is current in Unemployment Insurance taxes, Payday and Child Labor law monetary obligations, and Proprietary School fees and assessments payable to the State of Texas.
- 6.2** The Grantee has no outstanding Unemployment Insurance overpayment balance payable to the State of Texas.

SECTION 7—Prohibited Bids and Contracts

- 7.1** Pursuant to Texas Government Code § 2155.004, a state agency may not accept a bid or award a contract that includes proposed financial

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participation by a person who received compensation from the agency to participate in preparing the specifications or request for proposals on which the bid or contract is based. Under Texas Government Code § 2155.004, the Grantee certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

7.2 Pursuant to Texas Government Code § 2155.006, a state agency may not accept a bid or award a contract that includes proposed financial participation by a person who, during the five-year period preceding the date of the bid or award, has been either, convicted of violating federal law or assessed a penalty in a federal civil or administrative enforcement action, in connection with a contract awarded by the federal government for relief efforts as a result of Hurricane Rita, Hurricane Katrina or any other disaster occurring after September 24, 2005 or in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts.

Under Texas Government Code § 2155.006, the Grantee certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

SECTION 8-Unfair Business Practices

The Grantee certifies that the business entity in this grant award has not been found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year. The Grantee further affirms that no officer of the business entity in this grant award has served

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as an officer of any company found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year.

SECTION 9-Texas Family Code

The Grantee certifies that the business entity in this grant award is not ineligible, pursuant to Texas Family Code § 231.006, to receive the award funds and acknowledges that this grant award may be terminated and payment may be withheld if this certification is inaccurate. If a Board member, corporate officer, individual, or controlling officer of the Grantee's fiscal agent, (as applicable) is more than thirty (30) days in arrears in the payment of an obligation to pay child support, the Grantee acknowledges that payments under the grant award may be suspended and/or the contract canceled.

SECTION 10-Restrictions on the Use of Certain Public Subsidies

Pursuant to Texas Government Code § 2264.051, the Grantee certifies that the business, or a branch, division, or department of the business does not and will not knowingly employ an undocumented worker as defined in Texas Government Code § 2264.001(4). The Grantee further certifies that it shall establish and implement reasonable internal program management procedures sufficient to ensure its compliance with Texas Government Code § 2264.051. The Grantee will enter into a written agreement with its subrecipient sub-contractors, working on or having an interest in the programs provided by this grant award, regarding the unlawful employment of undocumented workers and advising the subrecipient sub-contractors of the penalties that the sub-contractors will incur if convicted of the unlawful employment of undocumented workers.

Texas Government Code § 2264.052 mandates that a business convicted of a violation under 8 U.S.C. § 1324 a (f) (unlawful employment of

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undocumented workers), shall repay the amount of the public subsidy with interest not later than the 120th day after the entity is notified of the violation. In accordance with Texas Government Code § 2264.053, the Agency has determined that if the Grantee is convicted of such a violation, the interest rate to be applied to the public subsidy is fifteen percent (15%). The Grantee can establish its own repayment interest rate when establishing an interest rate with any of its subrecipient subcontractors, but in no event shall such interest rate be less than the fifteen percent (15%) interest rate established by the Agency.

The Grantee's authorized representative understands and certifies that the following statements are true and correct:

- 10.1** that making a false statement is a material breach of contract and grounds for contract cancellation; and
- 10.2** that after receiving a public subsidy, if the Grantee or its subrecipient subcontractor is convicted of a violation under 8 U.S.C. § 1324a(f), relating to the unlawful employment of undocumented workers, the Grantee shall repay to the Agency the amount of the public subsidy with interest, at the rate of fifteen percent (15%).

SECTION 11—Certification Concerning Dealings with Public Servants

The Grantee represents and warrants that it has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this grant.

SECTION 12—Conflicts of Interest

The Grantee represents and warrants that the Grantee has no actual or potential conflicts of interest in providing services to the State of Texas

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under this grant and Grantee's provision of services under this grant would not reasonably create an appearance of impropriety. The Grantee must disclose any existing or potential conflict of interest it may have in contracting with the Agency.

SECTION 13—Compliance with Antitrust Laws

Pursuant to Texas Government Code § 2155.005, the Grantee certifies that neither Grantee nor any firm, corporation, partnership, or institution represented by Grantee, or anyone acting for such a firm, corporation or institution has (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws; or (2) communicated directly or indirectly the Proposal to any competitor or any other person engaged in such line of business during the procurement process.

SECTION 14—Compliance with Texas Government Code § 669.003

The Grantee certifies that it is in compliance with § 669.003 of the Texas Government Code, relating to contracting with executive head of a state agency.

All disclosures relevant to compliance with § 669.003 of the Texas Government Code will be subject to administrative review and approval prior to the Agency entering into any contract with Grantee. The Grantee acknowledges that the grant may be terminated at any time, and payments withheld, if this information is false.

**SECTION 15-Certification Concerning Restricted Employment for
Former State Officers or Employees Under Texas Government Code §
572.069**

The Grantee certifies that it has not employed and will not employ a former TWC or state officer who participated in a procurement or contract negotiation for TWC involving Grantee within two years after the state officer or employee left state agency employment or service.

This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.

**SECTION 16-Prohibition on use of Appropriated Funds for Lobbying
or Political Activities**

The Grantee represents and warrants that the Agency's payments to Grantee and Grantee's receipt of appropriated or other funds under the Agreement are not prohibited by Sections 556.0055 or 556.008 of the Texas Government Code.

**SECTION 17-Federal Funding Accountability and Transparency Act
(FFATA)**

If applicable, in accordance with the reporting requirements established by the Federal Funding Accountability and Transparency Act (FFATA) of 2006, Pub. L. 109-282, as amended by Pub. L. 110-252, title VI, § 6202(a), June 3, 2008, according to the instructions specified in WD Letter 29-12 and subsequent issuances, Grantee certifies that it will comply with WD Letter 29-12 and subsequent issuances during the term of the grant, requiring full disclosure of all entities and organizations receiving federal funds.

The Grantee certifies that it will have a federally issued Unique Entity Identifier at the time of the Grant Award, and that, if required, it will have a

registered SAM.gov account within thirty (30) days of and throughout the grant award.

SECTION 18-Buy Texas

The Grantee agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

SECTION 19-COVID-19 Vaccine Passports

Pursuant to Texas Health and Safety Code, Section 161.0085(c), Grantee certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Grantee's business. Applicant acknowledges that such a vaccine or recovery requirement would make Grantee ineligible for a state-funded contract.

SECTION 20-Foreign-Owned Companies in Connection with Critical Infrastructure

If Texas Government Code, Section 2275.0102(a)(1) (relating to prohibition on contracts granting direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the governmental entity for product warranty and support purposes, with certain foreign-owned companies) is applicable to a contract resulting from this Solicitation, pursuant to Government Code Section 2275.0102, Grantee certifies that neither it nor its parent company, nor any affiliate of Grantee or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2275.0103, or (2) headquartered in any of those countries.

SECTION 21-Cybersecurity Training

The Grantee represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.

SECTION 22-Disaster Recovery Plan

A Grantee in possession of vital state records, as defined in Texas Government Code Section 441.180(13), agrees that upon request of TWC, Grantee shall provide copies of its most recent business continuity and disaster recovery plans.

SECTION 23-Excluded Parties

The Grantee certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," as amended by Executive Order 14157, "Designating Cartels and Other Organizations as Foreign Terrorist Organizations and Specially Designated Global Terrorists," published by the United States Department of the Treasury, Office of Foreign Assets Control.

SECTION 24-Political Polling Prohibited

Pursuant to the General Appropriations Act, Article IX, Section 4.03, 88th Regular Session, none of the funds appropriated by the General Appropriations Act may be granted to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party. Grantee

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certifies that it is not ineligible for a Grant Award pursuant to this prohibition.

SECTION 25- Public Camping Ban

Applicant certifies that it has not received a final judicial determination finding it intentionally adopted or enforced a policy that prohibited or discouraged the enforcement of a public camping ban in an action brought by the Attorney General under Texas Local Government Code §364.003. If Applicant is currently being sued under the provisions of Texas Local Government Code §364.003, or is sued under this section at any point during the duration of this grant, Applicant must immediately disclose the lawsuit and its current posture to the Agency.

SECTION 26-Foreign Terrorist Organizations

The Grantee represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

SECTION 27-Human Trafficking Prohibition

Under Section 2155.0061 of the Texas Government Code, the Grantee certifies that the individual or business entity named in this contract is not ineligible to receive the specified grant award and acknowledges that this grant may be terminated and payment withheld if this certification is inaccurate.

SECTION 28-Prohibition on Products From Gaza Strip

Pursuant to Governor Abbott's Executive Order No. GA-43 (relating to products from the Gaza Strip), Grantee represents and warrants that it does not, will not, nor intends to purchase goods produced in or exported from

the Gaza strip and is not engaged in business with any organization or state actor with ties to Hamas.

SECTION 29—RELATING TO THE HARDENING OF STATE GOVERNMENT AGAINST FOREIGN ACTORS

Pursuant to Executive Order No. GA-48, Grantee certifies that it and any related holding companies or subsidiaries, is not:

- 29.1** Listed in Section 889 of the 2019 National Defense Authorization Act (NDAA); or
- 29.2** Listed in Section 1260H of the 2021 NDAA; or
- 29.3** Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4; or
- 29.4** Controlled by any governing or regulator body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4.

SECTION 30—Certification

These certifications are a material representation of fact upon which reliance is placed when entering into this grant award. Signature by an authorized representative of the Grantee and return of this document to the Agency are prerequisites for finalizing the award.

Where the Grantee is unable to certify to any of the statements above, an explanation shall be attached.

The Grantee certifies that the indicated statements are true and correct and understands that making a false statement is a material breach of the grant award and is grounds for grant award cancellation.

BROWNSVILLE ISD
TEXAS ADULT EDUCATION AND LITERACY PROGRAM
UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

200.332 Requirements for Pass -Through Entities

Subrecipient Name: TEXAS WORKFORCE COMMISSION
 Grantee DUNS: 3327B685
 Contact Information: N/A
 Awarding Official: Edward Serna, Executive Director
 Address: 101 East 15th Street
 Austin, Texas 78778-0001
 Phone Number: (512) 463-2222

Awarding FAIN: V002A230044
 Federal Award Date: 7/1/2023
 Total Award Amount: \$78,217,666.00
 Description: Adult Education - State Grant Program
 Agency: Department of Education
 Assistance Listing (ALN) Description: 84.002A - To fund local programs of adult education and literacy services, including workplace literacy services, family literacy services, and English literacy and integrated English literacy-civics education programs. Participation in these programs is limited to adults and out-of-school youths aged 16 and older who do not have a high school diploma or equivalent and who are not enrolled or required to be enrolled in a secondary school under State law. See 20 USC 9202(1)

Awarding FAIN: V002A240044
 Federal Award Date: 7/1/2024
 Total Award Amount: \$77,725,342.00
 Description: Adult Education - State Grant Program
 Agency: Department of Education
 Assistance Listing (ALN) Description: 84.002A - To fund local programs of adult education and literacy services, including workplace literacy services, family literacy services, and English literacy and integrated English literacy-civics education programs. Participation in these programs is limited to adults and out-of-school youths aged 16 and older who do not have a high school diploma or equivalent and who are not enrolled or required to be enrolled in a secondary school under State law. See 20 USC 9202(1)

Awarding FAIN: V002A250044
 Federal Award Date: 7/1/2025
 Total Award Amount: \$78,307,243.00
 Description: Adult Education - State Grant Program
 Agency: Department of Education
 Assistance Listing (ALN) Description: 84.002A - To fund local programs of adult education and literacy services, including workplace literacy services, family literacy services, and English literacy and integrated English literacy-civics education programs. Participation in these programs is limited to adults and out-of-school youths aged 16 and older who do not have a high school diploma or equivalent and who are not enrolled or required to be enrolled in a secondary school under State law. See 20 USC 9202(1)

		ALN:	84.002 A	
Local Board Area:	Provider:		Total Grant Award	Indirect Rate
29- Statewide	BROWNSVILLE ISD	Federal ELC	Amount	
		PY24FY25 \$	700,000 \$	700,000.00
		PY25FY26 \$	319,938 \$	319,938.00
		Total by ALN \$	1,019,938.00 \$	1,019,938.00
Research and Development Award:	N			

BROWNSVILLE ISD
ADULT EDUCATION AND LITERACY SERVICE PROVIDER GRANT
GRANT SUMMARY FORM

Year 1 ~ RFA Award

Type of Cost	AEL Combined (Combined Admin)	Total Grant Funds	Note:
Administrative	\$32,620	\$32,620	
Program (and Infrastructure)	\$667,380	\$667,380	Initial July allocation per RFA award. Full grant funds will be available after Sept. 1.
Sub-Total Funds	\$700,000		HT 8.12.2024
Total Grant Funds		\$700,000	

Combined Grant Total	\$700,000
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Year 2 ~ First Distribution

Type of Cost	AEL Combined (Combined Admin)	Total Grant Funds	Note:
Administrative	\$15,997	\$15,997	
Program (and Infrastructure)	\$303,941	\$303,941	
Sub-Total Funds	\$319,938		Yearly allocation.
Total Grant Funds		\$319,938	

Combined Grant Total	\$1,019,938
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**Cash Draw and Monthly Expenditure
Reporting (CDER) System
Budget Overview**

Cost Category	Line Budget Amount
AEL Combined - Administration	\$15,997.00
AEL Combined - Career Services	\$0.00
AEL Combined - Corrections	\$0.00
AEL Combined - Infrastructure	\$0.00
AEL Combined - Program Costs	\$303,941.00
AEL Combined - Support Services	\$0.00
AEL Combined - Training Costs	\$0.00
AEL Combined Subtotal	\$319,938.00

Budget Total	\$319,938.00
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Year 2 ~ First Distribution

Certificate Of Completion

Envelope Id: A5041F38-E563-4EA1-8762-BC46945E91E4
 Subject: Complete with DocuSign: 2924ALA038-3 Brownsville ISD.pdf
 docSeqId:
 docType:
 Source Envelope:
 Document Pages: 41
 Certificate Pages: 5
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

Envelope Originator:
 TWC Grant Signature
 101 E. 15th Street, Room 0154-B
 Austin, TX 78778
 TWC.GrantSignature@twc.texas.gov
 IP Address: 161.69.91.46

Record Tracking

Status: Original
 September 16, 2025 | 09:47
 Security Appliance Status: Connected
 Storage Appliance Status: Connected

Holder: TWC Grant Signature
 TWC.GrantSignature@twc.texas.gov
 Pool: StateLocal
 Pool: Texas Workforce Commission- Production
 Account

Location: DocuSign

Location: DocuSign

Signer Events

Irene Morales
 irene.morales@twc.texas.gov
 Edward Serna, Executive Director
 Security Level: Email, Account Authentication
 (None)

Signature
Completed
 Using IP Address: 161.69.53.45

Timestamp

Sent: September 16, 2025 | 09:49
 Viewed: September 16, 2025 | 09:51
 Signed: September 16, 2025 | 09:52

Electronic Record and Signature Disclosure:
 Accepted: September 16, 2025 | 09:51
 ID: 9bc62496-b050-4103-b2e3-9330538d4511

Edward Serna
 edward.serna@twc.texas.gov
 Executive Director
 Texas Workforce Commission
 Security Level: Email, Account Authentication
 (None)



Signature Adoption: Uploaded Signature Image
 Using IP Address: 204.64.239.111

Sent: September 16, 2025 | 09:52
 Viewed: September 16, 2025 | 13:31
 Signed: September 16, 2025 | 13:31

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Griselda Gonzalez Tienda
 grgonzalez@bisd.us
 Security Level: Email, Account Authentication
 (None)

Sent: September 16, 2025 | 13:31
 Viewed: September 16, 2025 | 14:24

Electronic Record and Signature Disclosure:
 Accepted: September 16, 2025 | 14:24
 ID: 8b84a82d-b5dd-4d26-82e4-06cd1dd1ed8d

Dr. Jesus Chavez
 jhchavez@bisd.us
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Accepted: July 15, 2025 | 14:22
 ID: 49d15dd5-a690-4681-85b9-ebaec8750a5c

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	September 16, 2025 09:49
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To advise Carahsoft obo Texas Workforce Commission of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft obo Texas Workforce Commission

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft obo Texas Workforce Commission

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to heather.hall@twc.state.tx.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft obo Texas Workforce Commission as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft obo Texas Workforce Commission during the course of your relationship with Carahsoft obo Texas Workforce Commission.



Brownsville Independent School District

Agenda Category: General Function
Contracts/MOU Board of Education Meeting: 8/5/25

Item Title: <u>BISD 220 Fund/TWC 243 Fund - Integrated English Literacy and Civics Education - Amendment 002</u>	<input checked="" type="checkbox"/> Action
	<input type="checkbox"/> Information
	<input type="checkbox"/> Discussion

BACKGROUND:

BISD 220 Fund/TWC 243 Fund – Integrated English Literacy and Civics Education provide ESL (English as a Second Language) classes and certification for in demand occupations throughout the Cameron County area. These programs deliver educational skills to educationally disadvantaged youth and adults throughout Cameron County.

FISCAL IMPLICATIONS:

In-Kind facilities are provided at no cost to the district.

RECOMMENDATION:

Recommend approval to extend contract with Texas Workforce Commission – Amendment 002 for an additional three months, with an end date of September 30, 2025. At no cost to the district.

[Handwritten signature of Reyes R. Rivera]

Reyes R. Rivera
Submitted by: Principal/Program Director

Approved for Submission to Board of Education:

[Handwritten signature of Asst. Supt./Exec. Dir.]

Recommended by: Asst. Supt./Exec. Dir.

[Handwritten signature of Miguel Salinas]

Miguel Salinas
Reviewed by: Staff Attorney

[Handwritten signature of Dr. Nellie Cantu]

Dr. Nellie Cantu
Approved by: Chief Officer

[Handwritten signature of Dr. Jesus H. Chavez]
7/30/2025

Dr. Jesus H. Chavez, Superintendent

Miguel Salinas

From: Priscilla Lozano <plozano@808West.com>
Sent: Thursday, June 26, 2025 10:27 AM
To: Roxanne Eckstein; Lea Ohrstrom
Cc: Miguel Salinas; Minerva Almanza
Subject: Re: BISD 220Fund.TWC243 Fund 0 Integrated English Literacy and Civics Education

CAUTION: This email originated from outside of Brownsville ISD. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning,

Approved as to form.

Sincerely,

Priscilla

From: Roxanne Eckstein <reckstein@bisd.us>
Sent: Thursday, June 26, 2025 9:24 AM
To: Kevin O'Hanlon <kohanlon@808West.com>; Lea Ohrstrom <lohrstrom@808West.com>; Priscilla Lozano <plozano@808West.com>
Cc: Miguel Salinas <miguelsalinas@bisd.us>; Minerva Almanza <malmanza1@bisd.us>
Subject: BISD 220Fund.TWC243 Fund 0 Integrated English Literacy and Civics Education

Good morning Ms. Lozano,

Please see the attached for your review and approval.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

Roxanne Eckstein



AN EARLY COLLEGE DISTRICT
BROWNSVILLE
INDEPENDENT SCHOOL DISTRICT

Roxanne Eckstein
Paralegal
Staff Attorney Office

1900 E. Price Rd. Suite 302 • Brownsville, Texas 78521
Office: (956) 698-6379 • Fax: (956) 714-6400
E-mail: reckstein@bisd.us

Roxanne Eckstein | Paralegal to Miguel Salinas | Office of the Staff Attorney | Phone: 956.698.6379 | Fax: 956.714.6400
Brownsville Independent School District | 1900 East Price Road, Suite 302 | Brownsville, TX 78521

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**TEXAS WORKFORCE COMMISSION
GRANT AWARD AGREEMENT
AMENDMENT NUMBER 002**

TWC Award Number	2924ALA038
Grant Program Title	ADULT EDUCATION AND LITERACY SERVICE PROVIDER GRANT
Grantee Name	
Brownsville ISD	
Effective Date	
This Grant Award Amendment shall be effective on July 1, 2025 .	
Grant Period	
The Grant Period is amended as follows: Current End Date: June 30, 2025 Amended End Date: September 30, 2025	
If blank, there are no changes to this section.	
General Terms and Conditions	
The General Terms and Conditions are amended as follows: If blank, there are no changes to this section.	
Work Plan	
The Work Plan is amended as follows: If blank, there are no changes to this section.	

Work Plan - Budget Workbook

The Work Plan-Budget Workbook is amended as follows:

If blank, there are no changes to this section.

Grant Award Amount

Grant award amount amended as follows:

If blank, there are no changes to this section.

Changes to Other than the Listed Amendment Details Categories

Other:

If blank, there are no changes to this section.

Signature Authority	
<p>The person signing this Grant Award Amendment on behalf of TWC, the Grantee, and the Grantee's Fiscal Agent (if applicable) hereby warrants that he or she has been fully authorized to:</p> <ul style="list-style-type: none"> execute this Grant Award Amendment on behalf of TWC or Grantee's organization, and validly and legally bind the organization to all the terms, performances, and provisions of this Grant Award Amendment. 	
Amendment Approval	<p>Texas Workforce Commission</p> <p></p> <p>Mary H York</p> <p>Division Director, Workforce Development</p> <p>Date <u>6/19/2025</u></p>
Award Acceptance	<p>Brownsville ISD</p> <p></p> <p>Dr. Jesus Chavez</p> <p>Superintendent</p> <p>Date <u>8/7/25</u></p>

Certificate Of Completion

Envelope Id: 07A72F76-B643-43B3-8849-F735F6E06550
 Subject: Complete with DocuSign: 2924ALA038-2 Brownville ISD.pdf
 docSeqId:
 docType:
 Source Envelope:
 Document Pages: 3
 Certificate Pages: 5
 AutoNav: Enabled
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 TWC Grant Signature
 101 E. 15th Street, Room 0154-B
 Austin, TX 78778
 TWC.GrantSignature@twc.texas.gov
 IP Address: 161.69.54.47

Record Tracking

Status: Original
 June 20, 2025 | 07:18
 Security Appliance Status: Connected
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 Pool: Texas Workforce Commission- Production Account

Location: DocuSign
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Signer Events

Griselda Gonzalez Tienda
 grgonzalez@bisd.us
 Security Level: Email, Account Authentication (None)
 Electronic Record and Signature Disclosure:
 Accepted: June 23, 2025 | 07:54
 ID: 83b2cfbe-111f-4dd1-a9dd-b7799de58ebb

Signature

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Sent: June 20, 2025 | 07:22
 Viewed: June 23, 2025 | 07:54

Dr. Jesus Chavez

jhchavez@bisd.us

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Accepted: May 19, 2025 | 11:27

ID: cdcf5bc5-56c1-4542-8f39-d1bc72b93aac

Signature

Timestamp

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

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June 20, 2025 | 07:22

Payment Events

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All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

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To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request paper copies from Carahsoft obo Texas Workforce Commission

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft obo Texas Workforce Commission

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- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to heather.hall@twc.state.tx.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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Brownsville Independent School District

Agenda Category:	<u>General Function Contracts/MOU</u>	Board of Education Meeting:	<u>05/06/25</u>
Item Title:	<u>Amended Agreement to the Texas Workforce Commission Grant Award Agreement</u>	<input checked="" type="checkbox"/> X	Action Information Discussion

BACKGROUND: Previously Approved Adult Ed. Grant.

BISD 220 Fund/TWC 243 Fund – English Literacy Civics funds provide ESL (English as a Second Language) classes and certification for in demand occupations throughout the Cameron County area. An amendment is needed to reflect the cost per student increase resulting in a decrease in the number of students being served from 551 to 453.

FISCAL IMPLICATIONS:

220 Fund – English Literacy Civics

No Change in Funding

RECOMMENDATION:

Recommend approval of the amended Texas Workforce Commission Grant Award Agreement Amendment Number 001 to the English Literacy Civics fund to increase the cost per student and decrease the number of students being served for the 2024-2025 Fiscal School Year.

Reyes R. Rivera

Submitted by: Principal/Program Director

Recommended by: Asst. Supt./Exec. Dir.

Miguel Salinas

Reviewed by: Staff Attorney

Dr. Nellie Cantu

Approved by: Chief Officer

4/24/2025

Approved for Submission to Board of Education:

Dr. Jesus H. Chavez, Superintendent

Roxanne Eckstein

From: Priscilla Lozano <plozano@808West.com>
Sent: Friday, April 25, 2025 1:03 PM
To: Roxanne Eckstein; Lea Ohrstrom
Cc: Minerva Almanza; Miguel Salinas
Subject: Re: Amended Agreement BISD Fund 220/TWC Fund 243

CAUTION: This email originated from outside of Brownsville ISD. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon,

Approved as to form.

Sincerely,
Priscilla

From: Roxanne Eckstein <reckstein@bisd.us>
Sent: Thursday, April 24, 2025 3:35 PM
To: Kevin O'Hanlon <kohanlon@808West.com>; Lea Ohrstrom <lohrstrom@808West.com>; Priscilla Lozano <plozano@808West.com>
Cc: Minerva Almanza <malmanza1@bisd.us>; Miguel Salinas <miguelsalinas@bisd.us>
Subject: Amended Agreement BISD Fund 220/TWC Fund 243

Ms. Lozano,

Please see the attached Amended Agreement BISD Fund 220/TWC Fund 243 for your review and approval. I am attaching the previously board agenda for your review as well.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

Roxanne Eckstein



AN EARLY COLLEGE DISTRICT
BROWNSVILLE
INDEPENDENT SCHOOL DISTRICT

Roxanne Eckstein

Paralegal

Staff Attorney Office

1900 E. Price Road, Suite 302 • Brownsville, Texas 78521
Office: (956) 698-6379 • Fax: (956) 714-6400
E-mail: reckstein@bisd.us

Roxanne Eckstein | Paralegal to Miguel Salinas & Administrative Support | Staff Attorney | Chief Academic Officer | Chief Operations Officer | Phone: 956.698.6379 | Fax: 956.714.6400

Brownsville Independent School District | 1900 East Price Road, Suite 302 | Brownsville, TX 78521

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TEXAS WORKFORCE COMMISSION
GRANT AWARD AGREEMENT
AMENDMENT NUMBER 001

TWC Award Number	2924ALA038	
Grant Program Title	ADULT EDUCATION AND LITERACY SERVICE PROVIDER GRANT	
Grantee Name		
Brownsville ISD		
Effective Date		
<p>This Grant Award Amendment shall be effective on April 18, 2025, or on the date the Grant Award Amendment is signed by all Parties, whichever occurs last. All terms and conditions not otherwise amended herein remain in effect.</p>		
Grant Period		
<p>The Grant Period is amended as follows:</p> <p>Current End Date:</p> <p>Amended End Date:</p> <p>If blank, there are no changes to this section.</p>		
General Terms and Conditions		
<p>The General Terms and Conditions are amended as follows:</p> <p>If blank, there are no changes to this section.</p>		
Work Plan		
<p>The Work Plan is amended as follows:</p> <p>If blank, there are no changes to this section.</p>		

Work Plan Amendment

Work Plan - Budget Workbook	
The Work Plan-Budget Workbook is amended as follows:	
If blank, there are no changes to this section.	
Grant Award Amount	
Grant award amount amended as follows:	
If blank, there are no changes to this section.	
Total Amended Grant Award Amount: No change.	
Changes to Other than the Listed Amendment Details Categories	
Other:	
1. Revised AEL Provider RFA County Selection Worksheet is attached. 2. Section 19 of the RFA Solicitation definition of Subrecipient is revised by deleting the last two sentences, thus not requiring Subrecipients have been included in the Application as part of a consortium. Grantee should consult their legal counsel when developing subrecipient agreements.	
If blank, there are no changes to this section.	

Signature Authority	
The person signing this Grant Award Amendment on behalf of TWC, the Grantee, and the Grantee's Fiscal Agent (if applicable) hereby warrants that he or she has been fully authorized to:	
	<ul style="list-style-type: none"> execute this Grant Award Amendment on behalf of TWC or Grantee's organization, and validly and legally bind the organization to all the terms, performances, and provisions of this Grant Award Amendment.
Amendment Approval	<p>Texas Workforce Commission</p> <p></p> <p>Mary H York</p> <p>Division Director, Workforce Development</p> <p>Date <u>4/17/2025</u></p>
Award Acceptance	<p>Brownsville ISD</p> <p></p> <p>Dr. Jesus Chavez</p> <p>Superintendent</p> <p>Date <u>5-6-25</u></p>

REVISED IELCE Provider County Selection Worksheet

Provider Name: Brownsville ISD

Total Amended Budget	\$700,000
----------------------	-----------

Grant Award Targets and Budget ~ July 2024

Award Budget	\$700,000
--------------	-----------

Targets	IET Target	Popular Services Target	Total Participants with 12+ Hours (Unduplicated) Target
# of Participants	25	430	551
Average Cost	\$2,109.18	\$1,152.90	NA

Amendment 1 Targets and Budget ~ March 2025

Award Budget	\$700,000
--------------	-----------

Targets	IET Target	Popular Services Target	Total Participants with 12+ Hours (Unduplicated) Target
# of Participants	25	430	453
Average Cost	\$2,558.05	\$1,392.55	NA

REVISED IELCE Provider County Selection Worksheet

Applicant Enter Budget Amounts	
Total Award (\$200,000 Minimum)	\$700,000
Total Amount Dedicated to IET Programs (10% Minimum)	\$70,000

Grant is in allowable range
Meets Minimum 10% IET Requirement

Total Enrollment (Unduplicated)	453	
Target	IET Target	Popular Services Target
# of Participants	25	430
Average Cost	\$2,558.05	\$1,392.55

End of Worksheet

Certificate Of Completion

Envelope Id: A71FF24A-F04F-498C-898F-5FBFA15CA089
 Subject: Complete with DocuSign: 2924ALA038-1 Brownsville ISD.pdf
 docSeqId:
 docType:
 Source Envelope:
 Document Pages: 5
 Certificate Pages: 5
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

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 TWC Grant Signature
 101 E. 15th Street, Room 0154-B
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 TWC.GrantSignature@twc.texas.gov
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Signer Events

Mary York mary.york@twc.texas.gov Director of Workforce Development Texas Workforce Commission Security Level: Email, Account Authentication (None)		Signature Adoption: Uploaded Signature Image Using IP Address: 204.64.234.176
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Timestamp

Sent: April 17, 2025 | 14:21
 Viewed: April 17, 2025 | 14:23
 Signed: April 17, 2025 | 14:24

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Griselda Gonzalez Tienda
 grgonzalez@bisd.us
 Security Level: Email, Account Authentication (None)

Sent: April 17, 2025 | 14:24
 Viewed: April 17, 2025 | 14:31

Electronic Record and Signature Disclosure:
 Accepted: April 17, 2025 | 14:31
 ID: f2032255-d4c5-457a-84d6-cfb31b486857

Dr. Jesus Chavez
 jhchavez@bisd.us
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	April 17, 2025 14:21
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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