



Contract for Teacher Externship Program
Contract Number:
Not to Exceed: \$700

This CONTRACT is entered into by and between the following parties:

Administrative Entity/Fiscal Agent:

Permian Basin Workforce Development Board
2626 John Ben Shepperd Pkwy, Bldg. D
Odessa, Texas 79762

Contractor:

Ector County ISD
802 N. Sam Houston
Odessa, TX 79761
FEIN: 75-6001362

Contact Person: Mr. Willie Taylor

Contact Person: Carla Byrne

Purpose of the Contract

This Contract between the Permian Basin Workforce Development Board d.b.a. Workforce Solutions Permian Basin, herein referred to as the "Board," and Ector County Independent School District herein referred to as the "Contractor" is for the purpose of specifying the terms and conditions under which the Contractor will:

- Lend the ISD name and other non-financial support to further the goals of the project;
- Submit invoice to Permian Basin Workforce Development Board with required documentation once participating teacher completes all phases of the externship as described in the Statement of Work (SOW). Contractor will pay stipend to participating teacher upon verification of completion of externship from the Permian Basin Workforce Development Board;
- Process and distribute the stipends to participating ISD teachers in accordance with ISD's compensation policies once the teacher's completion of externship is verified and approved by the Permian Basin Workforce Development Board;
- Operate with regard to the project policies and interpretations from Workforce Solutions Permian Basin; see attached Statement of Work;
- Monitor the AGREEMENT on a regular basis and immediately inform the Board of any areas of concerns;
- Be responsible for record retention of any information relating to this AGREEMENT and the Project in ISD's possession;
- Ensure the security and privacy of personally identifiable information of Project participants that comes into ISD's possession; and,
- Ensure that information regarding this AGREEMENT and the Project is available for review by federal and state auditors and monitors as needed upon request.

Contract Period

This Contract is entered into by and between the above party's signatory to this Agreement for the period June 1, 2020 through April 30, 2021.

Training Costs

Descriptions of training activities, requirements and outcomes are outlined in the Statement of Work.

Contract and Payment Terms

This is a "NOT TO EXCEED" contract of \$700 per participating teacher. The ISD will submit an invoice to Workforce Solutions Permian Basin at the address below and include required documentation once teacher completes all phases of the externship as described in the Statement of Work. Payments will be processed within 30 days of receipt of invoice.

Workforce Solutions Permian Basin
Attn: Fiscal Dept.
2626 John Ben Shepperd Pkwy, Bldg. D
Odessa, TX 79762

Compliance with Laws and Regulations

The CONTRACTOR must ensure that Pursuant to Texas Government Code §2264.051, a business that applies to receive a public subsidy from a state agency shall certify 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 government code 2264.001(4). Employers found in violation of this policy shall repay the total amount of the public subsidy, with a 15% interest penalty, no later than the 120th day after the business is notified of the violation. This language is required for public subsidy applications such as Request for Proposals and for public subsidy contracts.

Termination for Default

Either Party may terminate this contract at any time if either party is not meeting the terms specified in the Contract and subsequent attachments. For example, if the Contractor does not perform the services required, the Board may terminate; or if the Board does not pay the Contractor, the Contractor may terminate.

Termination for Convenience

A termination for convenience, also known as no-fault termination, allows the Board to terminate any contract, in whole or in part, at any time in its sole discretion, if it is determined that such termination is in the best interest of the Board. The Board shall provide the Contractor with written notice specifying whether the Board is terminating all or part of the contract. The notice of termination shall give the date of termination. If the contract is being selectively terminated, the Board will specify which part(s) of the contract are being terminated.

The Contractor will generally be paid for allowable costs incurred up to the termination. The Board will not be liable for payment to the Contractor related to the terminated portion of the work or any work performed or costs incurred after the effective date of the termination.

Force Majeure

Neither the Board nor the Contractor shall be liable to the other for any delay in, or failure of performance, of any requirement included in this contract due to force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

Buy Texas

In accordance with Texas Government Code, Section 2155.4441, the State of Texas requires that during the performance of a contract for services, Contractor shall purchase products and materials produced in the State of Texas when available at a price and time comparable to products and materials produced outside the state.

Records

Procurement records providing the historical detail of each procurement action shall be retained and made available to authorized entities and authorized representatives of those entities for a minimum of three years from the agreement end date.

Contractor shall maintain procurement records detailing the significant history of a procurement, including but not limited to: a) rationale for the method of procurement, b) selection of contract type, c) contractor selection or rejection, and d) the basis for the contract price.

The records shall be retained for a period of three years from the agreement end date. If any litigation, claims or audit findings arise during the three-year period, the related records shall be maintained until the issues have been resolved and final action is taken, even if this causes the time to extend beyond the three-year time period. (*Refer to TWC Financial Manual for Grants and Contracts, Chapter 14*)

Antitrust

Neither Respondent nor firm, corporation, partnership, or institution represented by Respondent or anyone acting for such 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 the contents of this Proposal either directly or indirectly to any competitor or any other person engaged in the same line of business during the procurement process for this RFP.

Equal Employment Opportunity

Workforce Solutions Permian Basin is an equal opportunity employer and complies fully with the nondiscrimination and equal opportunity provisions of the following laws: Section §188 (29 USC §3248) of the Workforce Innovative and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I- financially assisted program or activity; Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin; Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities; the Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

Drug Free Workplace Policy

The Contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

Confidential Information/Eligibility

Notwithstanding any provisions of this Contract to the contrary, Contractor and the Permian Basin Workforce Board understand that they will comply with the Texas Public Information Act, Texas Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas.

The Contractor and the Board agree to maintain the confidentiality of any information that identifies or may be used to identify any grant and benefit participant. The Contractor and the Board shall not disclose or re-disclose any employer or personally identifying information of the subject of the information unless permitted by law. All releases of information shall be in accordance with policies of the Texas Workforce Commission or the Board. If there is any conflict between Board policy and TWC policy, TWC policy shall control.

Maintenance of these eligibility files shall conform to the Agency's policy for Security of Personal Identity Data requirements in Workforce Development (WD) Letter 13-08, including any subsequent issuances.

Failure to determine eligibility, document eligibility, and maintain the required files for all participants under this grant may result in disallowed costs and subsequent repayment of grant funds.

Signatures below represent agreement to the above terms and conditions:

Willie Taylor
Chief Executive Officer
Workforce Solutions Permian Basin

Dr. Lilia Nanez
Associate Superintendent
Ector County ISD

Signature Date

Signature Date

Attachment #1

Statement of Work

**Statement of Work
Ector County ISD
Contract#**

Externships must be at least three (3) days in length: Selected teachers will spend 3 to 4 days, onsite with local employers during the summer of 2020 for their teacher externships.

Prior to beginning their externship teachers will be required to complete an orientation session with Workforce Solutions Permian Basin staff that will consist of completing paperwork and eligibility requirements, orientation of the program participation and post-externship requirements, a presentation from Region 18 ESC staff on translating externship activities to classroom lessons, and introductions to any special worksite requirements and expectations.

Once teachers have completed their orientation, they will spend 3 to 4 days onsite with their chosen employers. While on-site, participants will be exposed to job shadowing and hands-on activities to provide insight into job and industry-specific workplace expectations and skills requirements.

Upon completion of their worksite externship, teachers will complete a post-externship debrief consisting of program evaluations and guidance from Region 18 ESC on creating and completing the lesson plan outline requirement of the program.

Teachers who complete all phases of the program: orientation, worksite, debrief and lesson plans will receive stipends based on the following:

Activity	Stipend Amount	Required Documentation
<ul style="list-style-type: none"> • Teacher Orientation and • A minimum of 3 days externship with chosen employer onsite 	\$500	<ul style="list-style-type: none"> • Teacher must sign-in at orientation • Timesheet from employer documenting 3 days worked onsite.
Attend and participate in post-externship debrief	\$100	Teacher must sign-in at post-externship debrief.
Teachers who travel more than 50 miles round trip each day for to their externship may receive an additional \$100 for travel expenses.	\$100	Teacher must provide residence address and worksite address documenting worksite is located more than 50 miles round trip from their residence.