



# Brownsville Independent School District

Agenda Category: General Function Board of Education Meeting: 12/10/2024

Item Title: Grant for Title 1 Travel Grant from X Action  
The US Chess Federation for Paredes Information  
Elementary K-1 Chess Program Discussion

## **BACKGROUND:**

The US Chess Federation announced the 2024–2025 Title I Travel Grant Fund. This program financially supports eligible affiliates serving Title I Schools to attend US Chess-run National Scholastic Events. This program is part of US Chess’s commitment to improving access among underrepresented communities and reducing financial barriers to participation in national events as the applicant must be serving a Title I School or the Title I School itself must be an affiliate. Paredes Elementary applied and was granted the Title 1 Travel Grant to support student participation in the Kinder-1<sup>st</sup> grade Chess Team.

## **FISCAL IMPLICATIONS:**

There is no cost to the district.

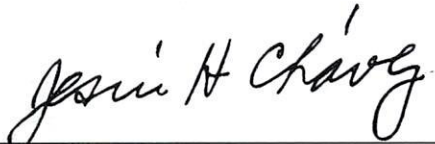
## **RECOMMENDATION:**

Recommend approval to accept Paredes Elementary’s request to accept the Grant in the amount of \$7,500 for travel expenses from US Chess Federation at no cost to the district.

  
Submitted by: *Felipe Barrera*, Principal

Approved for Submission to Board of Education:

  
Recommended by: *D. Emerson*, Exec. Dir.

  
Dr. Jesus H. Chavez, Superintendent

  
Approved by: *Beatriz Hernandez*, Chief Officer

<b>AWARD CONTRACT</b>		<b>CONTRACT NUMBER</b>
United States of America Chess Federation P.O. Box 775308 St. Louis, MO 63177		2025-T1-12
<b>PART I GENERAL INFORMATION</b>		
<b>1 ADMINISTRATION DATA</b>		
A United States of America Chess Federation Title 1 School National Event Grant		
<b>2 RECIPIENT ORGANIZATION</b>		
<b>A NAME/ADDRESS/COUNTY</b> Dr. Americo Paredes Elementary 3700 Heritage Trl, Brownsville, TX 78526	<b>B RECIPIENT CONTACT (Name &amp; Title)</b> Victor Alfredo Flores Coach	
<b>C AMOUNT = \$7,500 USD</b>	<b>D TELEPHONE NUMBER/EMAIL</b>  vaflores@bisd.us	
<b>PART II PROJECT SCOPE OF WORK</b>		
<b>PART III OFFER AND ACCEPTANCE</b>		
I, the undersigned, having the authority to take such action, certify that all information in this document is true and correct; that the funds awarded will be used solely for the purposes described in this Award Contract, and that the award of funds is conditioned upon this certification. Further, I, the undersigned, hereby accept this offer and agree to all terms and conditions contained herein, whether directly stated or incorporated herein by reference.		
SIGNATURE OF RECIPIENT REPRESENTATIVE		DATE
NAME AND TITLE OF AUTHORIZED RECIPIENT REPRESENTATIVE (Type or Print)		
<b>FOR THE UNITED STATES OF AMERICA CHESS FEDERATION</b>		
The Executive Director of the United States of America Chess Federation, having to take such the authority action, agrees to the terms and conditions of this Award Contract.		

**UNITED STATES OF AMERICA CHESS  
FEDERATION  
Award Contract Conditions**

1. **Parties.** This Award Contract (hereinafter "Award") is entered into on the date first set forth above, by and between the United States of America Chess Federation (hereinafter the "US Chess"), an Illinois not-for-profit corporation organized pursuant to Section 501(c)(3) of the Internal Revenue Code (26 U.S. Code § 501(c)(3)) and Dr. Americo Paredes Elementary (hereinafter "RECIPIENT"), a(n) Title 1 organization having an address of 3700 Heritage Trl, Brownsville, TX 78526.
2. **Period of Performance.** The period of performance of this Award shall start on Nov. 20, 2023 (the "Commencement Date") and end upon the earlier of (i) the date that that Project Scope of Work is completed or (ii) May 31, 2024 (the "Period of Performance"). The RECIPIENT must complete the Project Scope of Work within the Period of Performance. US CHESS, at its sole discretion, has the right to provide an extension of the Period of Performance.
3. **Project Scope of Work.** The RECIPIENT agrees to perform the scope of work tasks identified in Part II, page 1, of this Award (the "Project Scope of Work"). In fulfilling the terms of the Project Scope of Work, RECIPIENT shall list the United States of America Chess Federation as sponsors on advertisements promoting the Project Scope of Work, including, without limitation, fliers, promotional materials, posters, electronic mail, and social media.
4. **Payment/Return of Funds.** US Chess may request that RECIPIENT return any unexpended Grant funds remaining at the end of the Period of Performance. US CHESS reserves the right to discontinue, modify or withhold any payments to be made under this Award or to require a total or partial refund of any Grant funds, if, in US CHESS' sole discretion, such action is necessary: (1) because RECIPIENT has not fully complied with the terms and conditions of this Award; (2) to protect the purpose and objectives of the Grant or any other charitable or educational purposes of US CHESS; or (3) to comply with any law or regulation applicable to the RECIPIENT, to US CHESS, or this Award.
5. **Deviation & Waiver.** The RECIPIENT shall not deviate from this Award. Further, the failure of US CHESS in any instance to insist upon a strict performance of the terms of this Award shall not be construed as a waiver or relinquishment for the future of the Period of Performance. No provision of this Award may be waived or amended, except that US CHESS may by written instrument and reasonable notice to recipient, waive, amend, or modify this Award consistent with applicable Federal, State, and local law.
6. **Reporting Requirements.** RECIPIENT whose Period of Performance extends for more than fourteen (14) calendar days must inform US CHESS of their progress on the Project Scope of Work at least each 21 (21) days from the commencement of the Period of Performance. RECIPIENT shall submit a written report to US Chess within forty-five (45) days after the end of the Period of Performance (the "Report"). The Report shall include testimonials, stories, and photos of those individuals who participated in the Project Scope of Work and those individuals who benefitted from the Project Scope of Work. RECIPIENT shall use its commercially reasonable efforts to obtain the written consent of those individuals who had their photos taken in conjunction with the Project Scope of Work so that US Chess may lawfully use the photos on its the website, social media sites, e-newsletters, and other public media. RECIPIENT shall provide a copy of the written consents to US Chess in the Report. The photos must identify the names of those individuals who consented to the use of their images for US Chess purposes, which such use shall be considered commercial use. The Report shall also include the number of individuals served by the Project Scope of Work and the number of those individuals who were female. The Report shall also include a summary of the activities completed in connection with the Project Scope of Work along with a summary of the lessons learned by the participants from the activities. The Report shall include a section pertaining to RECIPIENT's future plans to further engage the individuals who participated in the Project Scope of Work, in chess. Finally, the Report shall include an accounting of the Grant funds expended in RECIPIENT's performance of the Project Scope of Work. RECIPIENT shall provide such additional information, reports, and documents as US CHESS may reasonably request pertaining to the Project Scope of Work.
7. **RECIPIENT Representation and Warranties.**

- a. **Parties.** This Award Contract (hereinafter "Award") is entered into on the date first set forth above, by and between the United States of America Chess Federation (hereinafter the "US Chess"), an Illinois not-for-profit corporation organized pursuant to Section 501(c)(3) of the Internal Revenue Code (26 U.S. Code § 501(c)(3)) and Lenoir City High School (hereinafter "RECIPIENT"), a(n) Title 1 association having an address of 1485 Old Hwy 95 Lenoir City, TN 37771.
  - b. The Grant shall be used for the Project Scope of Work, and not for any other purpose.
  - c. It shall not use the Grant to lobby or otherwise attempt to influence legislation, to influence the outcome of any public election, or to carry on any voter registration drive.
  - d. It accepts responsibility for complying with this Award's terms and conditions and shall exercise full control over the Grant and the expenditure of Grant.
  - e. RECIPIENT shall, at its own expense, carry and maintain in force beginning on the Commencement Date, and at all times thereafter, commercial general liability insurance with limits of \$1,000,000.00, combined single limit bodily injury and property damage, per occurrence and in the aggregate. RECIPIENT agrees to provide US Chess with certificates of insurance evidencing coverage by the Commencement Date and, thereafter, within ten (10) days of US Chess' written request. A RECIPIENT using umbrella insurance will provide evidence of that coverage by the Commencement Date. Any new policy of insurance obtained under Section 7(e) of this Subaward shall name US Chess as additional insureds. No party named as an additional insured shall incur any liability for the payment of premiums for any such policy. Each policy shall have a notice of cancellation endorsement that provides that a policy may be cancelled by the company by giving to the insured and the additional insureds indicated on the certificates of insurance issued during the term of the policy, at least thirty (30) days written notice of cancellation, or in the case of non-payment of premium, at least ten (10) days' written notice of cancellation.
  - f. RECIPIENT shall, at its own expense, conduct background checks on all staff affiliated with this Award. If a current background check is on file with RECIPIENT or with US CHESS, this requirement is considered waived.
  - g. RECIPIENT agrees to adhere to all US Chess rules and policies, including the Safe Play policies.
8. **Indemnification.** RECIPIENT shall indemnify US CHESS and shall hold US CHESS harmless from all debts, claims, actions, losses, damages, and reasonable attorneys' fees and costs, to the extent caused by or arising out of RECIPIENT's breach of the terms and conditions of this Award or RECIPIENT'S performance of the Project Scope of Work; provided, however, that RECIPIENT shall not be liable for special, indirect, or consequential damages that may arise from or be related to its breach of this Award. Further, any award for damages against US CHESS shall not include special, indirect, or consequential damages that may arise from or be related to its breach of this Award.
9. **Miscellaneous.**
- a. The headings contained in this Award have been inserted for convenience only and in no way define or limit the scope of interpretation of this Award.
  - b. This Award represents the full agreement of the parties, and supersedes all prior and contemporaneous agreements and understandings, if any, relating to the substance hereof between or among them. This is a fully integrated document. This Award may be amended only by a signed written agreement of all parties hereto.
  - c. In the event any of the provisions of this Award are deemed to be invalid, illegal or unenforceable, those provisions shall be severable from the remainder of this Award, which shall continue, in full force and effect.
  - d. It agrees to allow US CHESS to publicly announce the award of the Grant to RECIPIENT, including the name of the RECIPIENT, any partnering organizations, the Award Amount, the project location, and a general description of the project and its benefits.

- e. This Award shall be construed in accordance with and governed by the laws of the State of Missouri. It may be executed in any number of counterparts which together shall constitute but one and the same, instrument, and will bind and benefit US Chess and RECIPIENT and their respective successors. This Award may not otherwise be assigned by RECIPIENT without US Chess' prior written consent.

# Request for Taxpayer Identification Number and Certification

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give Form to the  
requester. Do not  
send to the IRS.**

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>BROWNSVILLE INDEPENDENT SCHOOL DISTRICT</b></p> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC      <input type="checkbox"/> C Corporation      <input type="checkbox"/> S Corporation      <input type="checkbox"/> Partnership      <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ <b>K-12 SCHOOL DISTRICT</b></p> <p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: x-small;">(Applies to accounts maintained outside the U.S.)</p> <p><b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>1900 E. PRICE ROAD</b></p> <p><b>6</b> City, state, and ZIP code <b>BROWNSVILLE, TEXAS 78521</b></p> <p><b>7</b> List account number(s) here (optional)</p>	Requester's name and address (optional)
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**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>										
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7	4	-	6	0	0	0	4	1	8	

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <b>07/08/2024</b>
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*