



Brownsville Independent School District

Agenda Category: General Function
Contracts/MOU Board of Education Meeting: 6/10/25

Item Title: 2025-2026 Contract Between Bisd
Adult Continuing Education Dept. and
come dream. come build./YouthBuild

X Action
Information
Discussion

BACKGROUND:

The Brownsville ISD Adult Continuing Education Department is requesting approval to enter into contractual agreement with come dream. come build/YouthBuild Brownsville, during the fiscal year 2025-2026. The program will run from July 1, 2025 to June 30, 2026. come dream. come build/YouthBuild Brownsville will provide Integrated Education and Training to High School Equivalency students in Adult Basic Education/Adult Secondary Education that leads to a Recognized Postsecondary Credential in the Cameron County area. These instructional services shall be provided pursuant to consistent courses of study that record student profile data, recruitment, retention and measurement of student progress. Funds under this agreement are from federal sources. The following is provided in compliance with the Department of Education Appropriations Act, Texas Workforce Commission Grant Application guidelines and procedures, and Brownsville Independent School District provisions.

FISCAL IMPLICATIONS:

AEFLA/Grant Fund-231 - Texas Workforce Commission Adult Education and Family Literacy Act

come dream. come build./YouthBuild Brownsville - \$84,224.00

RECOMMENDATION:

Recommend approval to enter into contractual agreement with come dream. come build./YouthBuild Brownsville, to begin providing High School Equivalency instructional services along with Career Pathways and certification to adults in the Cameron county area in the amount not to exceed \$84,224.00 for the 2025-2026 school year.

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

Dr. Jesus H. Chavez, Superintendent

When Necessary, Additional Background May Follow This.

Roxanne Eckstein

From: Priscilla Lozano <plozano@808West.com>
Sent: Monday, May 19, 2025 10:23 AM
To: Roxanne Eckstein; Lea Ohrstrom
Cc: Minerva Almanza; Miguel Salinas
Subject: Re: 2025-2026 BISD Adult ED and come dream. come build. YouthBuild

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: Friday, May 16, 2025 11:02 AM
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: 2025-2026 BISD Adult ED and come dream. come build. YouthBuild

Ms. Lozano,

Please see the attached for your review and approval for the June board meeting.

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

Sincerely,

Roxy Eckstein



AN EARLY COLLEGE DISTRICT
BROWNSVILLE
INDEPENDENT SCHOOL DISTRICT

Roxanne Eckstein

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

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**AGREEMENT FOR FEDERAL (ADULT EDUCATION
AND FAMILY LITERACY ACT) PROGRAM
INSTRUCTIONAL SERVICES
BETWEEN
BROWNSVILLE INDEPENDENT SCHOOL DISTRICT
AND
cdcb come dream. come build./YouthBuild Brownsville**

Preamble

The Brownsville Independent School District (BISD) is a public education institution of the State of Texas. BISD is currently located in Cameron County and has its main administrative office at 1900 E. Price Rd, Brownsville, Texas 78521. As a governmental entity, BISD possesses governmental immunity for the torts and negligence of its officers, employees and agents and no such officer, employee or agent shall be empowered to waive such immunity or cause BISD to be stopped from claiming such immunity. BISD is committed to providing the citizens, governments, community and business entities it serves with quality educational, family literacy, college transition, vocational/technical training and related services.

This Agreement defines the time of performance and expected outcomes approved by the Brownsville Independent School District, hereafter referred to as the CONTRACTOR, and cdcb come dream. come build./YouthBuild hereafter referred to as the SERVICE PROVIDER, based on the twelve-month allocation for services and limited to the Cameron County geographic service area. All operations and commitments in this Agreement come under the federally funded Adult Education and Family Literacy Act (AEFLA) program defined under Title II of the Workforce Investment Act of 1998. This Agreement governs the parties hereto regarding budgetary, program, reporting, and all other relevant issues. It is recognized and agreed to by both parties that this Agreement is subject to the program design contained in the FY 2025-2026 annual grant application as approved by the Texas Workforce Commission (TWC); BISD policies and regulations; regulations governing adult literacy programs by the TWC under authority of state regulations, and any regulations or laws of the state of Texas, or federal regulations, affecting this section 231 Federal literacy funding under the Request for Proposal/Application (RFP/A), submitted by BISD as the fiscal agent for the Adult Continuing Education Consortium for Cameron County (BISDACE-CCC), any amendments thereafter made to these regulations, and other official written pronouncements issued by the Texas Workforce Commission. The Provisions and Assurances incorporated into this Agreement by reference, and adherence thereto is part of the performance agreed to by the SERVICE PROVIDER.

WITNESSETH THAT:

WHEREAS, CONTRACTOR desires to engage the SERVICE PROVIDER to render Adult Basic Education (ABE), Adult Secondary Education (ASE), and Texas Certificate of High School Equivalency (TxCHSE) instruction to adult learners as defined under section 231 of the Adult Education and Family Literacy Act, P.L.105-220 Title II, by the Texas Education Code, Chapter 29, Subchapter H, Section 29.251 et. seq., and the Texas State Plan for Adult Literacy from Texas Workforce Commission, and the SERVICE PROVIDER desires to perform such services.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I. ALLOCATION

Funds under this Agreement are from federal sources. The following is provided in compliance with the Department of Education Appropriations Act, Texas Workforce Commission Grant Application guidelines and procedures, and Brownsville Independent School District provisions. Participants in these projects must use the following format in identifying their program participation: when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects funded in whole or in part with federal money, all grantees receiving federal funds shall clearly state in such written documents.

II. SCOPE OF SERVICE

The SERVICE PROVIDER, during the term of this contract, will provide needed instructional services to adults under the federally funded adult education programs of the CONTRACTOR. These instructional services shall be provided pursuant to consistent courses of study that record student profile data, recruitment, retention and the measurement of student progress.

The SERVICE PROVIDER shall provide these instructional services:

Certification and Career Pathways through Integrated Education and Training/certification with contextualized instruction and Job Skills Training.

The SERVICE PROVIDER, during the term of this contract, will assign one ABE/ASE instructor to provide the contextualized instruction geared towards the SERVICE PROVIDER'S cohort certification courses. The ABE/ASE instructor will offer contextualized instruction for the Integrated Education and Training/certification classes offered by cdc b come dream. come build./YouthBuild. All students will be required to receive instruction by the designated instructor at least once per week.

The SERVICE PROVIDER shall provide these instructional services:

Adult Basic Education:

☐ Beginning Literacy ☐ Beginning ☐ Low Intermediate ☒ High Intermediate

Adult Secondary Education:

☒ Low ☒ High

English As A Second Language:

☐ Beginning ESL Literacy ☐ Low Beginning ESL ☐ High Beginning ESL

☐ Low Intermediate ESL ☐ High Intermediate ESL ☐ Advanced ESL

There must be at least 9 or more unduplicated student count per class, eligible out-of-school adult participants beyond the compulsory school age at cdc b come dream. come build./YouthBuild during the term of this agreement. Unduplicated is defined as adults who have not previously been counted during the current federal fiscal year. The SERVICE PROVIDER shall document efforts to recruit learners in a reasonable proportion to the distribution ratios set forth in the application. If SERVICE

PROVIDER provides instructional services to students who receive instructional services from other entities that participate in the adult education program administered by the Texas Workforce Commission, the SERVICE PROVIDER shall be responsible for recording learner attendance and continuing progress and achievement in the state Texas Educating Adults Management System (TEAMS) database. Moreover, each course offered by SERVICE PROVIDER should have a minimum average daily attendance of 9 students.

The SERVICE PROVIDER shall target the general project objectives within the population served and the methodology employed:

1. Shall be aware that an eligible individual refers to an individual eligible to receive AEL services, as authorized under Title II of the Workforce Innovation and Opportunity Act. This refers to an eligible individual who has attained 19 years of age unless specifically exempted from compulsory school attendance by Texas Education Code §25.086 and
 - is basic skills deficient;
 - does not have a secondary school diploma or its recognized equivalent, and have not achieved an equivalent level of education; or
 - is an English language learner.
2. Shall be aware that individuals who have a secondary school diploma or its recognized equivalent are eligible for AEL services if those individuals are basic skills deficient or English language learners.
3. To participate in coordinated outreach and recruitment activities to achieve or exceed the minimum enrollment levels recorded above.
4. To attain the following retention goals:
 - **100%** of the targeted students enrolled will participate in a baseline assessment.
 - Students enrolled in cdc come dream. come build./YouthBuild industry recognized credential courses will attend a minimum of **12 hours** of remediation and contextualized instruction by Service Provider's ABE/ASE instructor.
 - At least **80%** of the students enrolled in industry recognized credential courses will receive an industry recognized credential that will count as a Measureable Skills Gains for Adult Education and Literacy purposes.
5. To assure ABE/ASE students meet state performance measures by completing the entry level and move to the next level in the same proportion as shown on the charts below (these percentages represent current program year targets and will be updated once Federal and State Performance Measures and their associated targets are released on or before the start of the new program year):

Adult education program accountability in the State of Texas follows the principles and guidelines that are outlined in the National Reporting System (NRS) for Adult Education. These measures provide evidence of student achievements from attending adult

education programs, and serve as indicators of program performance. The required achievement level is expressed as a percentage of those students who have a progress assessment. If the provider meets the minimum target goals as proposed by the State of Texas to the United States Department of Education (USDE) across all the discipline areas, then the chart below would represent the approximate number of persons (and the percent) who would demonstrate progress in the designated assessments:

ABE/ASE	PY'23 Q1-3 Sub-Target	PY'24 Q2-4 Sub-Target	PY'23-24 Q2-4 Sub-Target
ABE High Intermediate	42.00%	44.50%	39.00%
ASE Low	42.00%	44.50%	39.00%
ASE High	41.00%	42.00%	39.00%

The targets for adult learners demonstrating completion of entry levels, without reference to the standard error of measurement between baseline and progress testing, are defined as a federal indicator for program excellence. The required completion level is expressed as a percentage of all students enrolled and having a baseline placement assessment and progress assessment in which student has made a level gain according to the NRS. The chart below represents the Performance Measures for each beginning functioning level:

Educational Functioning Level	PY'23 Proposed OCTAE Target	PY'24 Q1-3 Sub-Target	PY'24-25 Q2-4 Sub-Target
ABE Level 1	41.00%	42.00%	39.00%
ABE Level 2	41.00%	42.50%	39.00%
ABE Level 3	45.00%	43.50%	39.00%
ABE Level 4	42.00%	44.50%	39.00%
ASE Level 5	42.00%	44.50%	39.00%
ASE Level 6	41.00%	42.00%	39.00%
ESL Level 1	45.00%	47.00%	39.00%
ESL Level 2	47.00%	49.00%	39.00%
ESL Level 3	46.00%	48.00%	39.00%
ESL Level 4	46.00%	48.00%	39.00%
ESL Level 5	41.00%	43.00%	39.00%
ESL Level 6	41.00%	43.00%	39.00%

6. To work with learners in planning for academic, training, and career goals. The SERVICE PROVIDER will meet the following federal and state measures, as appropriate for the level of instruction offered (these measures are anticipated to change under the Workforce Innovation and Opportunity Act regulations on or before the start of the new program year). Contracted Measures PY 24-25

Outcome Targets		
Name	Description	Target
Employed/Enrolled in Q2 Post-Exit	The number of participants who exited during the reporting year who are employed or enrolled in postsecondary education in the second quarter after exit (numerator) divided by the number of participants who exited during the reporting period (denominator)	N/A
Employed/Enrolled in Q2-Q4 Post-Exit	The number of participants who exited during the reporting year who were found to be employed or enrolled in postsecondary education in the fourth quarter after exit (numerator) divided by the number of participants who exited during the reporting year who were found to be employed or enrolled in postsecondary education in the second quarter after exit (denominator)	N/A
Credential Attainment	The number of participants who exited during the reporting period who obtained a recognized postsecondary credential during the program or within one year after exit PLUS those who were in a secondary education program at or above the 9 th grade level and obtained a recognized high school equivalency during the program or within one year after exit and were also employed, or in an education or training program leading to a recognized postsecondary credential within one year after exit (numerator) divided by the number of participants enrolled who exited during the reporting period (denominator)	N/A

7. To assure student portfolios will be used as a self-assessment and goal setting tool by the learners and will also give instructional staff insight into the needs and progress of the student through the learners' eyes.
8. To commit to incorporate real world competencies into its delivery system, will introduce staff to Integrated Education and Training for adult education and encourage staff participation in training of Career Pathways. Will offer Career Pathways and/or certification classes for employment to Adult Students to in the High School Equivalency/GED program.

9. To participate in quarterly and other periodic meetings of the BISD ACE Consortium for Cameron County (BISDACE-CCC) and represent your site as the representative to participate in trainings, and meetings as they become available.
10. To design instruction with an annual goal of serving a minimum of 34 ABE/ASE students a minimum of 1360 contact hours as an estimate based on the required 40 contact hours of the program multiplied by the 34 students to be served. The ABE/ASE instructor will serve students a minimum of once per week for remediation or contextualized instruction for each Career Pathway. Each student enrolled in a certification class must receive 40 hours of ABE/ASE contextualized instruction or an industry recognized credential, whichever comes first, in order to achieve a Measurable Skills Gain required for Adult Education and Literacy purposes. The Service Provider will serve students from July 1, 2025-June 30, 2026. This goal would produce a cost-effective program of **\$84,224. (SEE APPENDIX A)**

Proposed Average ABE/ASE Contact Hours	40
X Number of Students to be served	34
ESTIMATED TOTAL CONTACT HOURS	1360

Planning for Service Compliance Envisions
34 or more students enrolled in High School Equivalency, and:
1) NCCER training and/or CNC Operator training
2) Microsoft Office training
3) Welding or other in demand certification

11. There will be 1 instructional site, at cdc b come dream. come build./YouthBuild Campus, with additional sites within Cameron County allowable upon approval by the CONTRACTOR. Subsequent sites must be justified through community needs assessment and within budget.
12. Types of classes:

Learning Centers	One-On-One Tutoring	Developmental Lab	Distance Learning
Small Group	Large Group	Technology Lab	Functioning Levels

13. Other services available, but not necessarily paid for through these funds are as follows:

Career Assessment	College Transition	Student Support Services	Case Management
Community Transportation	Employment Preparation	Counseling	Recruitment

14. The SERVICE PROVIDER **will not** utilize instructional staff not having a bachelor's degree. The affirmation of the above shall be shown in the job descriptions which indicate the qualifications, teaching experience, and responsibilities for all paid and volunteer staff providing services leading to supervisory, support or contact-generating activities. Proof of hire for personnel who meet state qualifications will be reported quarterly to the CONTRACTOR, including date of hire and professional development information. The SERVICE PROVIDER acknowledges that expenditures for related staff expenses cannot be reimbursed until after such proof of hire is supplied. All staff must complete required professional development hours in compliance with the grant. Failure to meet professional development requirements by SERVICE PROVIDER can result in termination of Agreement by CONTRACTOR.
15. To assure that all documentation regarding students, staff, and staff development activities required by TWC, Technical Assistance Visits, the Bisdace-CCC, or entered into TEAMS or other evaluative method will be provided in a timely fashion. Duplicative and unnecessary reporting systems will be discouraged. Failure to provide fiscal and/or program reporting documentation needed to monitor the program's quality and accountability will result in a delay or withholding of the reimbursement process and will jeopardize the SERVICE Provider's continued participation in the Bisdace-Consortium for Cameron County and will allow for a recommendation from the fiscal agent director for the termination of the agreement between the SERVICE PROVIDER and the CONTRACTOR or the de-obligation of a portion of the unused funds.
16. To exercise responsibility for the staff development requirements in order to accomplish the instructional goals of the project and satisfy fiscal compliance standards as outlined below. The CONTRACTOR shall be responsible for preparing, providing or identifying TCALL staff development opportunities for all project staff, for communicating such opportunities to the SERVICE PROVIDER, for reporting to TWC staff participation in staff training as well as approving activities identified by the SERVICE PROVIDER, and for fulfilling reimbursement procedures related to staff expenses that are budgeted. The SERVICE PROVIDER will report approved staff development hours to the CONTRACTOR to be entered in the TEAMS system. All AEL directors, supervisors, staff with program oversight, and instructional staff holding a Texas teacher's certificate will attend at least 15 hours of in-service by May 22, 2026. Teachers who are new to Adult Basic Education must acquire 3 professional development hours in the area of principles of learning and 3 hours in the area of literacy instruction within the first 30 days from the hired date. Staff members lacking a teaching certificate will also be required to obtain 15 hours of in-service by May 22, 2026. Staff providing support services or college and career transitional support is required to complete 3 professional development hours. Staff assigned test proctoring or data entry duties are also required to acquire 3 professional development hours related to their primary job duties. SERVICE PROVIDER shall request an in-service waiver for individual staff members who begin employment late in the year or who separate from the project early in the year from Bisdace-CCC Director. No reimbursements will be made by CONTRACTOR in FY 2025-2026 based on expenses for staff that had not fulfilled in-service requirements

during FY 2025-2026. Information pertaining to new teacher professional development completion will be entered into TEAMS by the CONTRACTOR and kept on file by the SERVICE PROVIDER. If the SERVICE PROVIDER does not show evidence of a new hire's participation in professional development prior to employment, reimbursement for that staff member's salary by CONTRACTOR will be curtailed and payment of that person will become the exclusive responsibility of SERVICE PROVIDER. Those staff members who have not achieved at least partial required in-service hours by the first quarter of service will not qualify for reimbursement to the SERVICE PROVIDER until they fulfill that requirement. Professional development guidelines reflect current requirements and are subject to change to ensure program maintains compliance with the release of policy updates from TWC.

17. The SERVICE PROVIDER must comply with the Adult Education Grant Guidelines and will be monitored by the CONTRACTOR and the BISDACE-CCC Director. The SERVICE PROVIDER will provide timely documentation and submission of the proper paperwork and data entry including but not limited to the Quarterly Attendance and Assessments results, Quarterly TEAMS Achievement, Fiscal Cost Reimbursement, Separation/Exit, annual Student Program Evaluation Survey results and other compliance reports.
18. The CONTRACTOR will serve as fiscal agent and lead agent of the consortium. The SERVICE PROVIDER will cooperate with the CONTRACTOR's efforts to perform the following duties:
 - manage the federal funds and allowable cost reimbursements
 - provide grant application and guidelines to SERVICE PROVIDERS
 - provide orientation and/or technical assistance as appropriate
 - monitor compliance with program regulations
 - monitor program quality
 - submit composite financial and performance reports to the BISD, and
 - assemble a minimum of 2 annual meetings
 - visit with SERVICE PROVIDER monthly to evaluate program implementation, TWC requirements and provide technical assistance
 - other activities, as appropriate
19. The SERVICE PROVIDER organization will be evaluated monthly on the criteria set forth via the National Reporting Systems benchmarks, and other criteria as set out by TWC, and BISDACE-CCC. When such benchmarks are not met, technical assistance will be given to help the SERVICE PROVIDER to explore avenues to increase its level of performance. This technical advisement process will be based on performance in each quarter. If advisement does not result in sufficient improvement by the end of the next quarter, the fiscal agent, BISD, may de-obligate the remaining funds from organizations performing below expectations and reallocate them to other agencies on a competitive basis based on performance and the CONTRACTOR may exercise its option to terminate the Agreement.

The objectives listed above and in the application for these funds are subject to modification pursuant to Texas Workforce Commission clarification or modification in the course of the program year. All objectives in the application become objectives for the SERVICE PROVIDER in order to do its part in helping the BISDACE-CCC achieve the goals and objectives announced therein.

III. OBJECTIVES AND REGULATIONS

In addition to the technical and regulatory assurance included in the application, the SERVICE PROVIDER will cooperate with the successful operation of the program as set out in the application and approved by the Texas Workforce Commission (TWC). The above-named organization affirms that these funds are used to supplement current and past service and not to supplant them, and evidence to this effect will be shown upon request to BISDACE-CCC, TWC or other applicable audit authorities.

IV. BUDGETING, PERFORMANCE AND INTENSIVE TECHNICAL ASSISTANCE

The process for the above-mentioned paragraph will be as follows:

- 1) The SERVICE PROVIDER has developed, herein, a requested budget for a period of 12 months.
- 2) The SERVICE AGENT's initial conditional agreement will be for twelve months (July 1, 2025 – June 30, 2026).
- 3) The SERVICE PROVIDER will develop a written plan to operate from 25% of the 12-month budget for every quarter of this agreement. Continuation of the agreement will be contingent upon performance in each quarter. Lack of performance in any quarter may lead to de-obligation or termination of SERVICE PROVIDER's agreement at the end of the next quarter. This clause will not waive any other rights of termination by either of the two parties.
- 4) The relevant information regarding accounting is defined in the OMB circulars referenced in the funding application. Adherence to these standards will be of extreme importance. *Office of Management and Budget (OMB) Circular A-133 and the State of Texas Single Audit Circular in Part IV of the Uniform Grant Management Standards (UGMS) require awarding entities to determine whether an arrangement resulting from a particular award that the awarding entity makes to another organization creates a sub-recipient or vendor relationship between the awarding entity and that organization. Both OMB and UGMS define the term "sub-recipient." The information below expands on the guidance provided by OMB Circular A-133 and UGMS. General-* Both OMB and UGMS require sub-recipients (other than for-profit sub-recipients) that meet established expenditure thresholds to obtain a Single Audit. A Single Audit includes a financial audit as well as compliance testing. While for-profit sub-recipients are exempt from Single Audit requirements, they are not exempt from compliance requirements, or from other audit or

monitoring requirements that a program statute or the resulting agreement require in order to verify the for profit-sub-recipient's compliance with applicable program requirements. It is important that accurate classifications be made early in the purchasing process. Early determination facilitates the request and consideration of appropriate information during the selection process, and impacts whether the resulting agreement includes appropriate terms and conditions that require compliance with program requirements. The responsibilities contracted to an organization ultimately affect the level of oversight that needs to occur by the awarding entity in order to best manage risks that impact a program's integrity and overall success. **Definitions**-The term "sub-recipient" has the meanings in OMB Circular A-133 §__.105 and UGMS, Part IV §__.105: Sub-recipient – an entity that expends awards received from a pass-through entity to carry out a program. In other words, as found in the OMB Circular A-133 Compliance Supplement, "a sub-recipient relationship exists when funding from a pass-through entity is provided to perform a portion of the scope of work or objectives of the pass-through entity's award agreement with the...awarding agency." (A pass-through entity is an entity that provides an award to a sub-recipient to carry out a program.) **Indicative Characteristics**-The guidance provided by OMB Circular A-133 and UGMS identifies characteristics that are indicative of sub-recipient relationships. cdc b come dream. come build./YouthBuild is considered the "sub-recipient" but will be referred to as the "SERVICE PROVIDER" in this document. Brownsville ISD Adult Continuing Education will be considered the "pass-through entity" but will be referred to as the "CONTRACTOR" in this document. The following guidance expands on the guidance provided by OMB and UGMS by including examples that further describe each characteristic.

Sub-recipient

- I. Determines who is eligible to receive what financial assistance. For example:
 - a. Organization determines whether a potential customer meets a program's eligibility requirements for assistance under that program.
- II. Has its performance measured against whether it meets the objectives of the program. For example:
 - b. Awarding entity holds the organization responsible for meeting performance targets that are tied to program objectives.
 - c. Awarding entity holds the organization responsible for meeting expenditure targets to maximize the use of program funding.
 - d. Awarding entity requires organization to submit regular oral or written progress reports and/or explanations of variance relating to program objectives and/or fund maximization.
 - e. Awarding entity may sanction the organization if program objectives are not met.
 - f. Organization must submit a comprehensive closeout package at the end of the agreement.
- III. Has responsibility for programmatic decision making. For example:
 - g. Organization has latitude to make decisions within terms of agreement.
 - h. Organization makes policy decisions governing how it carries out a program.
 - i. Organization makes operational decisions governing how it carries out a program.

- j. Organization makes decisions regarding the appropriate assistance for a particular customer.
- IV. Has responsibility for adherence to applicable program requirements. For example:
- k. Awarding entity holds the organization responsible for compliance with applicable program statutes, regulations, rules, policies (including local policies) and guidance.
 - l. Organization receives technical assistance or training from the awarding entity relating to program requirements.
 - m. Awarding entity monitors the organization for compliance with applicable program requirements.
- V. Uses the funds to carry out a program of the organization as compared to providing goods or services for a program of the awarding entity. For example:
- n. Organization performs all or a portion of the scope of work or objectives of the award received by the awarding entity.
 - o. Organization's role requires more than dealing, distributing or selling goods or services that support a program.
 - p. Awarding entity identifies the organization's programmatic involvement as a separate scope of work and budget that must be approved by the awarding entity.
- 5) The SERVICE PROVIDER will maintain separate documentation for fiscal and program aspects of the programs funded through different grants. All such documentation will be made available for monitoring by BISDACE-CCC, TWC, and other auditing entities. This includes all documentation mentioned in this document and the application (including, but not limited to portfolios, accounting, etc.) Not allowing CONTRACTOR accesses to such records is cause for CONTRACTOR to terminate the agreement.
 - 6) If the SERVICE PROVIDER does not meet 100% of the 2024-2025 program year Performance Targets but met at least 50% of the Performance Targets, it will receive intensive technical assistance to help enable the agency to meet 2025-2026 program performance targets. Technical assistance will come from the BISDACE-CCC Director, Lead Teachers, Professional Development Training, and Texas Workforce Commission Program Specialist to address management and instructional restructuring issues. While advice and examples may be given through this technical assistance, the SERVICE PROVIDER is responsible for implementing a plan that will be advantageous to the agency.
 - 7) The SERVICE PROVIDER will have until December 12, 2025 to demonstrate that it is meeting program year 2025-2026 benchmarks. Agencies not performing or billing in proportion to the part of the year elapsed will be required to produce and submit a program improvement plan to the CONTRACTOR to show how contract obligations will be completed during the contract year.
 - 8) Agreements for SERVICE PROVIDERS participating under technical assistance as defined under paragraph 6 above who are not meeting program year 2025-2026 performance measure may not be continued for the third quarter of the program year.

As indicated above, a quarterly review may lead to de-obligation of the SERVICE PROVIDER's remaining budget, upon unsuccessful intensive technical assistance on either state or federal plans. The empirical results documented upon providing intensive technical assistance rendered after review of SERVICE PROVIDERS's proposed Program Improvement Plan action will be the process for CONTRACTOR recommendation for partial or complete de-obligation of remaining funds. This process is performance based and does not affect the rights of the parties to sever their relationship under this agreement for lack of compliance or under any other clause contained herein.

V. DOCUMENTATION OF STAFF TIME

All personnel must be paid against a staff "sign-in/out" or other attendance roster. If staff is paid for time outside of the classroom, this activity must be documented in a log showing place visited, time spent, activity undertaken, and benefit to the program. The CONTRACTOR may review the efficacy of that form of operation. This will ensure that instructional funds are used effectively for instructional activities. All staff working on projects paid through more than one funding source must complete a time and effort report to apportion their salary among the projects. These time and effort reports must be submitted with each reimbursement package.

VI. FUNDING

The CONTRACTOR shall pay and/or reimburse the SERVICE PROVIDER for the services on a cost reimbursement basis as set forth in this Agreement. Notwithstanding anything provided herein to the contrary, it is expressly understood and agreed by both parties that payments due and owing under this Agreement are limited to those amounts for allowable INSTRUCTIONAL expenses specified in **Appendix A – cdcB/YouthBuild Approved Budget**, and defined in job descriptions and further expressly subject to the availability and receipt of funds by the CONTRACTOR from the Texas Workforce Commission and designated for the aforementioned instructional services to adults enrolled in the literacy program. This Agreement shall be rendered void if the CONTRACTOR does not receive these funds from the Texas Workforce Commission for any reason. It is further understood that only those items specifically agreed upon in the terms and conditions of this Agreement shall be paid and/or reimbursed by the CONTRACTOR in accordance with **Appendix A – cdcB come dream. come build. / YouthBuild Approved Budget**, and with the reimbursement guidelines provided by the CONTRACTOR, which include submittal of complete and accurate weekly attendance and quarterly performance reports prior to reimbursement. The reimbursement policy of the CONTRACTOR is subject to change upon 10 working-days notice by the CONTRACTOR. It is also understood that this time frame is a guideline and will be facilitated by the CONTRACTOR's Adult Education Department, but that issuance of the reimbursement check may be delayed at any point after documentation leaves its offices; thereby making the process longer than anticipated. In these cases the CONTRACTOR will be held harmless. The SERVICE PROVIDER will be reimbursed up to the contracted amount of **\$84,224** from federal funds. These federal funds must be expended by June 30, 2026. Invoices will be submitted in original form on or before the 15th of every month to BISD ACE unless the 15th falls on a weekend to which the following business day shall apply. The final invoice will be provided to you prior to the 4th quarter's end date.

VII. TIME AND PERFORMANCE

This Agreement shall commence and take effect on the date it is executed by the appropriate representatives for both parties and continuing through June 30, 2026, after receipt of TWC Notice of Grant Award (NOGA) and assurance of TWC allocations. This agreement shall provide the powers and duties of the parties for the grant fiscal year beginning July 1, 2025 and concluding on June 30, 2026. The appropriate representative for the CONTRACTOR shall be the Superintendent of the Brownsville Independent School District. Final requests for reimbursement covered under the terms of this Agreement must be submitted with appropriate documentation no later than July 6, 2026. Negotiation of any amendment to this Agreement is subject to availability of funds from TWC under federal and state Adult Education and Family Literacy Act funding and the need to provide instructional services by CONTRACTOR.

VIII. REPORTS, MONITORING AND STAFFING

SERVICE PROVIDER will provide CONTRACTOR with quarterly documents that CONTRACTOR deems necessary to provide to the proper state and federal agencies and that are necessary to reimburse SERVICE PROVIDER no later than five days prior to the actual deadline from TWC to this Contract. SERVICE PROVIDER shall keep on file documents that CONTRACTOR deems necessary to establish that SERVICE PROVIDER is providing courses of study as defined in Section II of this Contract. Such documents shall include, but will not be limited to, sign-in sheets signed by students, instructional staff sign-in sheets, monthly performance reports, quarterly achievement and programmatic reports and professional development sign in sheets with training agenda, and reimbursement forms. Failure of the SERVICE PROVIDER to provide the CONTRACTOR with the necessary documents shall relieve the CONTRACTOR of the obligation to reimburse the SERVICE PROVIDER. Lack of reasonable performance as determined by the CONTRACTOR shall be grounds for amending or canceling service agreements. The SERVICE PROVIDER shall permit monitoring of its instructional activities and inspection of its documents by the CONTRACTOR, the Texas Workforce Commission, and federal auditors for compliance with federal, state and local guidelines. Site walk-throughs will be conducted periodically by BISD ACE staff.

IX. RIGHTS AND RESPONSIBILITIES

Included in this Agreement are: **Appendix A – cdcb come dream. come build./YouthBuild Approved Budget. Appendix B – Family Educational Rights and Privacy Act.** Attachments are made a part of this Agreement by reference and are incorporated into this Agreement for all purposes.

During the term of this Agreement, the CONTRACTOR may, at its option, terminate this Agreement upon giving thirty (30) working days written notice, in which event the CONTRACTOR shall be liable only for payment for instructional services performed up to the date of termination provided that these services are actually rendered and provided SERVICE PROVIDER meets its obligations to provide **copies of** documents within seven (7) working days of termination date as

required by this Agreement. Furthermore, the SERVICE PROVIDER shall be required to surrender **copies of** all documentation as well as any unused supplies and materials to the CONTRACTOR upon termination of this Agreement.

Likewise, the SERVICE PROVIDER shall have the right to terminate this Agreement upon giving thirty (30) days written notice, in which event the SERVICE PROVIDER shall be liable to the CONTRACTOR only for the performance of services as set forth in this Agreement through the date of termination and shall submit all documentation as agreed upon herein before final payment and/or reimbursement for services shall be made. Neither this agreement nor any duties or obligations hereunder shall be assignable by either party without the prior notice and written consent of the other party.

FURTHERMORE, it is hereby declared that this Agreement is entered into for the express purpose of serving adult learners in a cooperative effort and is funded through the Texas Workforce Commission based upon the availability of federal (Adult Education and Family Literacy Act) grant funds, which are state administered funds. Therefore, SERVICE PROVIDER certifies that this program will be conducted in accordance with all applicable federal, state and local laws and regulations.

By signing this Agreement, the SERVICE PROVIDER assures TWC and Brownsville Independent School District that it has direct responsibility for complying with all relevant regulations. In addition, the SERVICE PROVIDER will not discriminate in hiring or service on the basis of age, sex, race, national origin, religion, or disability. This signing also affirms that these funds are used to supplement current and past service and not to supplant them, and evidence to this affect will be shown upon request to BISDACE-CCC, TWC or other applicable audit authorities. Any expenses (including attorney's fees) incurred as a result of grievances or complaints filed against the SERVICE PROVIDER or as the result of an act or omission of the SERVICE PROVIDER (including the expenses of CONTRACTOR in defending against said complaint) shall be paid by the SERVICE PROVIDER.

X. STATE-WIDE TEAMS DATABASE AND REQUIRED ASSESSMENT

This coordination Agreement also binds the SERVICE PROVIDER to participating in the TWC statewide TEAMS and verification of student participant data. Student attendance data will be entered by the end of each week. Use of federally funded hardware and/or software, printers, etc. must be in compliance with uses allowed for equipment so purchased. The same will be inventoried with Brownsville Independent School District and revert to the fiscal agent for redistribution to the consortium if SERVICE PROVIDER should not be a consortium member for any reason. SERVICE PROVIDER also agrees to seek training in and implement the standardized assessment system initiated by TWC for use of TABE and BEST testing materials for the required baseline and progress assessments for ESL, Adult Basic Education and Texas Certificate of High School Equivalency students. It is understood that only participants who have participated in the standardized baseline assessment will be eligible to be counted for service by SERVICE PROVIDER and that participant outcomes rely on progress assessments, which will be administered after student has obtained state required contact hours.

TEAMS data sign off (DSO) for the Consortium will be conducted by the Director of the BISDACE-CCC. In order to review all data in a timely fashion and address all concerns, SERVICE PROVIDER will be asked to verify and validate the data for your program one week in advance of the quarterly due dates to TWC. TEAMS DSO dates for the SERVICE PROVIDER to correct, verify, and validate data are the following:

- 1st Quarter- October 8
- 2nd Quarter- January 8
- 3rd Quarter- April 8
- 4th Quarter (Final)- July 8

SERVICE PROVIDER agrees to implement the above procedures as a compliance issue under this funding. Failure to do so may be considered as grounds for termination of this agreement or non-inclusion in the 2025-2026 application processes.

XI. AUDIT OR EVALUATIONS

- 1) The CONTRACTOR reserves the right to conduct or cause to be conducted an independent audit of all funds received under this contract, which may be performed by the internal audit staff, a certified public accounting firm, or other auditors as designated by the CONTRACTOR. The SERVICE PROVIDER shall cooperate with all authorized auditors and shall make available all accounting and program records including supporting source documentation. Such audit will be conducted in accordance with applicable state rules and regulations, contractual guidelines, and established professional standards and practices.
- 2) SERVICE PROVIDER shall be liable to the CONTRACTOR for any costs disallowed as a result of an audit. SERVICE PROVIDER shall further be responsible for any audit exception or other payment deficiency in the program covered by the contract and all subcontracts hereunder, which is found to exist after monitoring, review, or auditing by any party as authorized by the CONTRACTOR.
- 3) SERVICE PROVIDER or the auditors that monitor or audit the SERVICE PROVIDER shall immediately report to the CONTRACTOR any incidents of fraud, abuse or potentially criminal activity in relation to the provisions of this agreement.

XII. RETENTION AND ACCESSIBILITY OF RECORDS

- 1) SERVICE PROVIDER shall maintain all records, financial management records and supporting documentation for all expenditures of funds made under this contract, in compliance with all retention and custodial requirements for records referenced in this contract.
- 2) SERVICE PROVIDER must return all student files within 15 working days of the grant closeout. In the event that there is litigation or an unresolved audit discrepancy at the end of such retention period, the records will be retained until the litigation or discrepancy is resolved. If SERVICE PROVIDER should cease to continue as a member of the

consortium under funding through CONTRACTOR as fiscal agent, said records will be transferred to the custody of CONTRACTOR as provided by contract or within 15 working days, whichever occurs first.

- 3) SERVICE PROVIDER shall provide the federal auditors, state auditing agencies, the Texas Workforce Commission, the Contractor or any of their duly authorized representatives, access to and the right to examine copy or reproduce all reports and records pertaining to this contract. Such rights to access shall continue as long as the records are retained by SERVICE PROVIDER.
- 4) The CONTRACTOR shall have the right of timely and reasonable access to SERVICE PROVIDER premises and personnel for the purpose of inspection, monitoring, auditing, evaluation, or interview, related to all records required to be retained under this Contract.

XIII. SPECIAL PROVISIONS

- a) It is understood and agreed that Brownsville Independent School District and any other party providing services for SERVICE PROVIDER are independent contractors and neither Brownsville Independent School District nor any employee or agents contracted by it shall be deemed for any purposes to be employees or agents of any other party. The Agreement does not create a joint venture or business partnership under Texas laws. Each party assumes full responsibility for the actions of such personnel and volunteers while performing any services incident to this Agreement and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), worker' compensation, disability benefits and like requirements and obligations.

- b) No Waiver of Immunity

Brownsville Independent School District neither waives nor relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its entering into this Service Agreement and performance of the functions or obligations described herein.

- c) Authorization of Agreement

Each party represents and warrants to the other that the execution of this Agreement has been duly authorized, and that this Agreement constitutes a valid and enforceable obligation of such party according to its terms.

- d) No Waiver

No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

e) Notice

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall be hand-delivered to the addresses set out above, or shall have been deposited, duly registered or certified, return receipt requested, in a United States Post Office addressed to the other party. Any party may designate a different address by giving the other party prior written notice.

f) No Assignment

No assignment of this Agreement or of any duty or obligation of performance hereunder shall be made in whole or in part by the SERVICE PROVIDER without prior written consent and approval by the CONTRACTOR.

g) Governing Law

This Agreement is made in Texas and shall be construed, interpreted, and governed by the laws of such state. The parties consent to the jurisdiction and venue of the courts of Cameron County, Texas, for any action under this Agreement.

h) Indemnification

SERVICE PROVIDER agrees to indemnify and hold CONTRACTOR, its trustees and employees, harmless from all claims and liabilities made against them arising from this Agreement, to the extent permitted by the constitution and the laws of the State of Texas, that result from the acts or omissions of SERVICE PROVIDER, its agents, employees, independent contractors and students, or third parties. This indemnification includes attorney's fees and court costs.

i) Equal Opportunity

CONTRACTOR seeks to provide educational opportunities without regard to race, color, religion, national origin, sex, age or disability. This policy extends to employment and admission requirements, as well as all programs and activities supported by CONTRACTOR. The SERVICE PROVIDER, by regulation, is held to the same standard.

**AGREEMENT FOR FEDERAL (ADULT EDUCATION
AND FAMILY LITERACY ACT) PROGRAM
INSTRUCTIONAL SERVICES
BETWEEN
BROWNSVILLE INDEPENDENT SCHOOL DISTRICT
AND
cdcb/YouthBuild Brownsville**

cdcb come dream. come build./YouthBuild
815 Arthur Street
Brownsville, Texas 78521

Nick Mitchell Bennett
Executive Director

4/29/25
Date

Brownsville Independent School District
1900 E. Price Road
Brownsville, Texas 78521

Dr. Jesus H. Chavez
BISD Superintendent of Schools

Date

Approved as to legal form.



Miguel Salinas
Staff Attorney

5/27/25
Date

Appendix A
come dream. come build. - YouthBuild
Budget Narrative

Adult Education and Literacy

34 students – \$84,224

SALARIES					
Full Time Instructor	100%	1 Position	12 months	\$	35,000
Part Time Instructor	50%	1 Position	12 months	\$	14,000
TOTAL SALARIES				\$	49,000

Full Time Instructor				\$	9,800
Part Time Instructor				\$	3,924
TOTAL FRINGE BENEFITS				\$	13,724
<i>Fringe benefits for full-time staff are computed at 33% of salary.</i>					
TOTAL SALARIES/FRINGE BENEFITS				\$	62,724

OPERATING					
General Office Supplies				\$	500
Educational Supplies				\$	500
TABE Materials/Resources				\$	500
TOTAL OPERATING				\$	1500

Travel					
Professional Development				\$	-
GED and PEIMS Training: (Training for Instructor and Data Entry Specialist) Cost includes mileage, conference fees, flight, hotel, shuttle and per diem)					
TOTAL TRAVEL				\$	

TOTAL PROGRAM COST PER YEAR				\$	84,224
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Appendix B

Family Educational Rights and Privacy Act

cdcb/YouthBuild acknowledges that as a collaborating partner under agreement with Brownsville Independent School District that Adult Continuing Education has a legitimate educational interest in student data and information contained in educational records provided to them in the execution of providing services to the District. Adult Continuing Education agrees to keep confidential all records obtained by them and to comply with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99). Disclosure to third parties by cdcb/YouthBuild shall be in strict compliance with all FERPA requirements or by obtaining the written consent of the parent(s) and/or legal guardian of the student(s). BISD's ACE Program runs from July 1, 2025 to June 30, 2026.

Modified March 5, 2025