

**Child Care Local Match Contribution Agreement
Local Workforce Development Board**

NAME OF CONTRIBUTOR	Cedar Hill ISD
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PLEGGED LOCAL MATCH AMOUNT	
DONATION	
TRANSFER	
CERTIFICATION OF EXPENDITURES	\$197,700.00

The contributor identified above pledges the local funds as indicated in order for the Texas Workforce Commission (Commission) to draw down additional federal funds. Both the local and matched federal funds will be used for the provision of allowable child care services or activities in the following local workforce development area(s) (workforce area) Dallas County (name of workforce area(s)).

All parties understand and agree that (1) the appropriate Federal Medical Assistance Percentage for Texas will be used to determine the amount of federal funds matched as a result of this local contribution; and (2) this agreement is contingent upon acceptance of this agreement in an open meeting by a majority of the Commission.

SIGNATURES: The person signing this agreement on behalf of the contributor or the Board hereby warrants that he or she has been fully authorized to:

- execute this agreement on behalf of his or her organization; and
- validly and legally bind his or her organization to all the terms, performances, and provisions of this agreement.

For the faithful performance of this agreement as delineated, the parties below affix their signatures and bind their agencies effective September, 2009, and continuing through August, 2010.

	CONTRIBUTOR	LOCAL WORKFORCE DEVELOPMENT BOARD
Signature		
Printed Name	Horace Williams	
Title	Superintendent of Schools	
E-mail Address (optional)	Horace.williams@chisd.net	

Child Care Local Match Contribution Agreement GENERAL AGREEMENT TERMS

SECTION 1: Legal Authority

In the State of Texas, the Texas Workforce Commission (Commission) is designated as the lead agency for the administration of Child Care and Development Funds (CCDF) available under Title VI of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, (42 U.S.C. §9801, et seq.).

Pursuant to federal regulations (45 Code of Federal Regulations §§ 98 and 99), the Commission is the CCDF Lead Agency for Texas and the entity designated to accept donated funds from any private entity or transferred funds from any public entity or certifications of expenditures from public entities that may be used as match for available federal funds. As such, the terms of this agreement are contingent upon the certification of private donations (if applicable) by the Commission and the final acceptance of this agreement in an open meeting by a majority of the Commission.

SECTION 2: The contributor, by executing this agreement, certifies that:

- a. It is not currently a party to an administrative proceeding pending before the Commission. If the contributor should become a party to an administrative proceeding before the Commission prior to acceptance of this agreement, this agreement shall be void.
- b. The contributor, if it is a for-profit entity, does not currently:
 - i) have a contractual relationship with the Commission for services or products of a value of \$50,000.00 or greater; or
 - ii) have a bid before the Commission for such a contract, except for a contract or bid that relates solely to providing child care services.
- c. Upon execution of this agreement, the contributor shall not enter into a contract with the Commission or submit a bid in response to a request for proposal issued by the Commission before the first anniversary of the date on which the Commission accepted a donation from the contributor unless the contract or bid relates only to providing child care services.

SECTION 3: The contributor agrees as follows:

- a. To remit to the Commission the pledged local share in accordance with Item E, Donation/Transfer Payment(s) and Public Entity Certification of Expenditures Schedule.
- b. For donations and transfers of funds, checks remitted by the contributor must be made payable to the **Texas Workforce Commission or to the Board and submitted to the Commission through the Board.**
- c. To keep, and make available to the Commission or the Board upon request, records adequate to show that the contributed funds put forth in this agreement are eligible for matching purposes.

- d. When certifying expenditures of public funds as the local match, to provide the Board and Commission with a statement that certifies the expenditures and includes information detailing services delivered and expenditures in the format and within the time frames prescribed by the Board.
- e. To certify that the expenditures used as child care match are eligible for federal match, and were not used to match other federal funds.
- f. Donations from private entities:
 - (i) are donated without any restriction that would require their use for a specific individual, organization, facility, or institution;
 - (ii) do not revert to the donor's facility or use;
 - (iii) are not used to match other federal funds;
 - (iv) shall be certified both by the donor and by the Commission;
 - (v) shall be subject to the audit requirements in 45 C.F.R. §98.65; and
 - (vi) shall provide the Board and the Commission, upon request, data needed for federal reporting purposes.

SECTION 4: The Board agrees as follows:

- a. To use the funds donated or transferred by the contributor, and the resulting federal funds, for child care services within the workforce area(s) consistent with the intent of this agreement.
- b. To ensure that child care services provided by funding made available through this agreement are only those provided in accordance with all applicable local, state, and federal laws and regulations.
- c. To ensure that certified public expenditures (if applicable) represent expenditures eligible for federal match; were not used to match other federal funds; and were not federal funds unless authorized by federal law to be used to match other federal funds.
- d. To ensure that donations from private entities:
 - (i) are donated without any restriction that would require their use for a specific individual, organization, facility, or institution;
 - (ii) do not revert to the donor's facility or use;
 - (iii) are not used to match other federal funds;
 - (iv) shall be certified both by the donor and by the Commission;
 - (v) shall be subject to the audit requirements in 45 C.F.R. §98.65; and
 - (vi) shall provide the Commission, upon request, data needed for federal reporting purposes.
- e. To inform the contributor of the time frames and procedures for remitting payment of pledged funds or submitting reports delineating certification of expenditures during the contribution period.

SECTION 5: The Board and the contributor agree as follows:

- a. That performance under this agreement is contingent upon the certification of private donations (if applicable) and the final acceptance of this agreement in an open meeting by a majority of the Commission.
- b. “Child Care Local Match Contribution Information” is incorporated by reference.
- c. To comply with federal regulations in 45 C.F.R. §98.53 relating to matching fund requirements and 98.54 relating to restrictions on the use of funds.
- d. To submit a certification of expenditures report, certifying that the child care related expenditures were incurred according to regulations and policies to draw down such federal matching funds, and have not already been used as match for any other federal matching program.
- e. Other agreed-upon local operating plans and procedures used to implement and carry out the terms and intent of this agreement must comply with Board policies and procedures.
- f. This agreement for the contributor to provide matching funds is contingent upon the availability and amount of unmatched federal Child Care and Development Fund appropriations. If such funds are otherwise unavailable or reduced, written notice of termination, payment suspension, or funding reduction will be given by any party.
- g. These terms and conditions may be amended by written agreement of all parties at any time prior to the current agreement end date, as indicated on page one of this agreement, contingent upon acceptance of the amended terms and conditions by all parties.
- h. If federal, state, or local laws or other requirements are amended or judicially interpreted so as to render continued fulfillment of this agreement, on the part of any of the parties, substantially unreasonable or impossible, and if the parties should be unable to agree upon any amendment that would therefore be needed to enable the substantial continuation of the services contemplated herein, the parties shall be discharged from any further obligations created under the terms of this agreement, except for the equitable settlement of the respective accrued interests or obligations incurred up to the date of termination.
- i. This agreement may be terminated by any party, for any reason, upon written notification to the other parties of at least 30 days in advance of such termination. Such written notification will be sent to the contributor’s address as specified on Page 5 of this agreement.

CHILD CARE LOCAL MATCH CONTRIBUTION INFORMATION

A. BOARD INFORMATION:

Board Name:		
Board Address:		
Board Staff – Contact Name:	Phone:	Fax:
E-mail Address:		

B. CONTRIBUTOR INFORMATION:

Contributor Name: Cedar Hill Independent School District		
Contributor Address: 285 Uptown Blvd, Bldg 300 Cedar Hill, TX 75104		
Type of Entity: Independent School District		
Name of Fiscal Agent (if applicable):		
Vendor ID Number or Federal Employer ID Number of Contributor or Contributor’s Fiscal Agent:		75-6000346
Contributor Contact Name: Chanda McGhee	Phone: 972.291.1581x4052	Fax: 972.293.8682
E-mail Address: Chanda.mcgee@chisd.net		

C. ORIGINATING AGREEMENT INFORMATION:

Type of Contribution: <input type="checkbox"/> Donation (Private Entity) <input type="checkbox"/> Transfer (Public Entity) <input checked="" type="checkbox"/> Certification (Public Entity)
Pledged Local Match Amount: \$197,700.00
Program Number:
Did a Board Member assist in securing this local match agreement? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
• If YES, Name of Board Member:
• How did the Board Member assist?

D. UTILIZATION OF FUNDS DESCRIPTION:

The planned utilization of funds, including planned amounts, is described below. Utilization of funds must be in compliance with the state's Child Care and Development Fund Plan in effect for the contract period.

1. **Cash Contributions:** The description below addresses the Board's planned utilization of local and federal funds resulting from donation and transfer of funds agreements.

	Description	Planned Funding (Local and Federal)
Direct Child Care	The funds will be used: 1. for direct child care services provided: [include a brief description of use of the funds]; 2. for eligible children and families meeting the Commission's and Board's eligibility criteria; and 3. at child care providers eligible under Commission rules.	\$
Child Care Quality Improvement	The funds will be used for the following quality improvement activities allowable under Commission rules (check all that apply): <input type="checkbox"/> Local-level support to promote consumer education provided by 2-1-1 Texas <input type="checkbox"/> Activities to support school readiness, early learning, and literacy <input type="checkbox"/> Collaborative Reading Initiatives	\$

2. **Certification of Expenditures:** The descriptions below describe (1) the allowable child care services or activities that resulted in local certified expenditures, the source of the local funds and (2) the Board's planned utilization of the matched federal funds resulting from the certification of expenditures.

	Description	Planned Funding
		Local Share
Direct Child Care	Expenditures certified by the contributor resulted from: 1. direct child care services provided by: Cedar Hill ISD Extended Day Program [child care provider or organization, or entity]; and 2. non-CCDF funded children residing with a family at or below 85% SMI and parents who are working or attending job training or education. Source of Local Funds:	\$ 197,700.00
Child Care Quality Improvement	Expenditures certified resulted from the following activities: <input type="checkbox"/> Consumer Education <input type="checkbox"/> Information and Referral Services <input type="checkbox"/> Professional development activities (i.e., training, education, or technical assistance to providers, including resources) <input type="checkbox"/> Improving salaries or other compensation for providers of CCDF-funded child care <input type="checkbox"/> Activities to support early language, literacy and numeracy development <input type="checkbox"/> Activities to support inclusive child care <input type="checkbox"/> Collaborative Reading Initiatives <input type="checkbox"/> Other – Describe the activities in detail: Source of Local Funds:	\$
		Federal Share
Direct Child Care	The federal funds will be used: 1. for direct child care services provided: [include a brief description of use of the funds]; 2. for eligible children and families meeting the Commission's and Board's eligibility criteria; and 3. at child care providers eligible under Commission rules.	\$
Child Care Quality Improvement	The funds will be used for the following quality improvement activities allowable under Commission rules (check all that apply): <input type="checkbox"/> Local-level support to promote consumer education provided by 2-1-1 Texas <input type="checkbox"/> Activities to support school readiness, early learning, and literacy <input type="checkbox"/> Collaborative Reading Initiatives	\$

E. DONATION/TRANSFER PAYMENT(S) AND CERTIFICATION OF EXPENDITURES SCHEDULE:

In compliance with Section 3 (a) of this agreement, the contributor will remit payment or reports of actual expenditures in accordance with the completed schedule below.

1. Donation/Transfer Payment(s) (Local Funds)

	Donation/Transfer Date	Actual Amount
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
TOTAL		

❖ Pursuant to Commission rule §800.73(a)(2), the donation(s)/transfer(s) must occur within the effective program year in which the funds are allocated.

2. Public Entity Certification of Expenditures (Local Funds):

	Certification Period	Reporting Date *	Planned Amount of Expenditures
1.	From 10-01-09 to 12-31-09	January 31, 2010	
2.	From 01-01-10 to 06-30-10	July 31, 2010	
3.	From 07-01-10 to 9-30-10	October 31, 2010	
4.	From to		
5.	From to		
6.	From to		
7.	From to		
8.	From to		
9.	From to		
10.	From to		
11.	From to		
12.	From to		
TOTAL			

❖ Pursuant to Commission rule §800.73(a)(2), the certification(s) must occur within the effective program year in which the funds are allocated.

❖ Explanation is required below if reporting dates are outside the contract end date.

Completed original, signed forms must be sent to Board Contract Management, 101 East 15th Street, Room 506T, Austin, Texas 78778-0001. Please call TWC Contract Manager, if you have any questions. An individual may receive and review information that the Texas Workforce Commission collects by sending an e-mail to open.records@twc.state.tx.us or writing to TWC Open Records Unit, 101 East 15th Street, Room 266, Austin, Texas 78778-0001.

**CERTIFICATION OF EXPENDITURES
BY A PUBLIC ENTITY**

Name of Contributing Public Entity: Cedar Hill Independent School District

The public entity named above certifies expenditures in the amount of \$197,700.00 to be used as state matching funds to draw down available federal matching funds as authorized in the Child Care and Development Fund regulations at 45 C.F.R. §98.53.

By signing below, the public entity named above certifies that the funds specified above:

- 1) are not federal funds, or are federal funds authorized by federal law to be used to match other federal funds;
- 2) are not used to match other federal funds;
- 3) represent expenditures eligible for federal match; and
- 4) does not represent expenditures from local pre-kindergarten programs.

Signature of authorized agent: _____

Printed name of authorized agent: Horace Williams

Title of authorized agent: Superintendent

**JOINT CERTIFICATION OF FUNDS
DONATED FROM PRIVATE SOURCES**

Name of Donor: _____

The Donor named above contributes funds in the amount of \$_____ to the Texas Workforce Commission (Commission) to be used as state matching funds to draw down available federal matching funds as authorized in the Child Care and Development Fund Regulations at 45 C.F.R. §98.53.

By signing below, the Donor and the Commission certify that the donated funds specified above:

- 1) are available and represent expenditures eligible for federal match.
- 2) are donated without any restriction that would require their use for a specific individual, organization, facility or institution;
- 3) do not revert to the Donor's facility or use; and
- 4) are not used to match other federal funds.

DONOR'S CERTIFICATION

Signature of authorized agent: _____

Printed name of authorized agent: _____

Title of authorized agent: _____

COMMISSION'S CERTIFICATION

Signature of authorized agent: _____

Printed name of authorized agent: Laurence M. Jones

Title of authorized agent: Director, Workforce Development Division