

**ARLINGTON INDEPENDENT SCHOOL DISTRICT
REGULAR MEETING OF THE BOARD OF TRUSTEES
Thursday, September 17, 2020
5:00 p.m.**

NOTICE of Regular Meeting of the Board of Trustees by Videoconference or Telephone

As you know, health officials have been encouraging people from avoiding crowded events in order to avoid possible contact with persons who may be unaware they have been exposed to the COVID-19 virus. While our school board meetings are open to the public, we want you to remain safe, and therefore recommend and encourage you to participate by watching the school board meeting online at **www.aisd.net**. Thank you for your commitment to Arlington Independent School District, and we wish you and your family safety and health during these difficult days.

Due to health and safety concerns related to the COVID-19 coronavirus, this meeting will be conducted by videoconference or telephone call. At least a quorum of the board will be participating by videoconference or telephone call in accordance with the provisions of Sections 551.125 or 551.127 of the Texas Government Code that have not been suspended by order of the governor.

Again, members of the public may access this meeting as follows: **www.aisd.net**. An electronic copy of the agenda packet is attached to this online notice.

*Members of the public who desire to address the board regarding an item on this agenda must comply with the following registration procedures: Members of the public seeking to provide comments concerning an agenda item shall be required to register to provide comment by sending an email to the Superintendent of Schools Secretary **lbenjami@aisd.net** **NO LATER THAN 3:00 p.m. the day of the board meeting** indicating (1) person's name; (2) subject the member of the public wishes to discuss, and; (3) telephone number at which the member of the public may be reached.*

Public comment will be divided by agenda item and non-agenda item. When it is time for the portion of the meeting to listen to registered public comments for agenda or non-agenda items, the District shall attempt to contact the registrant in the order in which the registration was received. If for any reason the registrant does not answer the call, the Board will proceed to call the next registrant. This process shall continue until the list of registrants has been exhausted. The registrant will have 5 minutes to provide public comment concerning the subject identified by the registrant. If a registrant does not speak English they must indicate so when registering and list the name of their translator, and additional time shall be provided in accordance with law. If a registrant requires the use of a TTY system, the registrant must indicate this requirement at the time of registration and the registrant shall be allowed to communicate on a topic for twice the amount of time allowed for persons not requiring the use of the TTY system.

The open portions of this meeting will be recorded and made available to the public upon request.

The subjects to be discussed or considered or upon which any formal action may be taken are listed below. Items do not have to be taken in the same order as shown on this meeting notice. For more information about public comment, see Policy BED.

CALL TO ORDER:

CLOSED MEETING:

Adjournment to closed meeting pursuant to Sections 551.071 (consultation with attorney to seek and receive legal advice); 551.072 (discuss the purchase, exchange, lease or value of real property); Section 551.073 – (negotiating contracts for prospective gifts or donations); Section 551.074 - (consider the appointment, employment, evaluation, reassignment, duties, discipline, non-renewal or dismissal of a public officer or employee, or to hear complaints or charges against a public officer or employee); Section 551.076 (consider the deployment, or specific occasions for implementation, of security personnel and devices); Section 551.082 – (discussing or deliberating the discipline of a public school child or children, or a complaint or charge is brought against an employee of the school district by another employee); Section 551.0821 – (deliberating in a matter regarding a public school student if personally identifiable information about the student will necessarily be revealed by the deliberation); Section 551.083 (considering the standards, guidelines, terms or conditions the Board will follow, or instruct its representatives to follow, in consultation with representatives of employee groups in connection with consultation agreements).

1. Legal Services
2. Consult with Attorney on Motions Necessary to Address Any New Guidelines, Rules, Proclamations, Orders, or Other Acts based upon COVID-19 that are issued between September 11-17, 2020
3. Administrative Appointments/Personnel Ratification

RECONVENE INTO OPEN SESSION: *Upon Conclusion of Closed Meeting*

OPENING CEREMONY:

APPOINTMENTS: None

PUBLIC HEARING:

- A. “Schools FIRST” – State Financial Accountability Rating

OPEN FORUM FOR AGENDA ITEMS:

Must Pre-Register. Registration via email as stated above must be completed in its entirety and submitted no later than **3:00 p.m.** This first Open Forum is limited to agenda items other than personnel. Any personnel concern should be brought directly to the Superintendent or Board President prior to the meeting, who will guide you to the proper procedure pursuant to Board Policy. Speakers will be limited to five (5) minutes. When more than one individual wishes to address the same agenda item, the President may ask the group to appoint one spokesperson.

DISCUSSION / ACTION:

- A. Reopening Schools 2020-2021 Plan Update
- B. Consider Motions Necessary to Address Any New Guidelines, Rules, Proclamations, Orders, or Other Acts based upon COVID-19 that are issued between September 11-17, 2020

ITEMS TO BE WITHDRAWN FROM THE CONSENT AGENDA:

CONSENT ITEMS: Materials relating to the items to be acted upon in the Consent Agenda are provided to the Board Members for study and review prior to the meeting. The items contained in the bid portion of the Agenda have been endorsed by the Board Members during the budget process.

- A. Consider Contract for Arlington Chamber of Commerce 2020-2021 (pg. 7)
- B. Consider the Interlocal Agreement with Tarrant County Local Workforce Development Board to Conduct Tarrant County Adult Education and Literacy Consortium's English as a Second Language, Adult Basic Education, and Adult Secondary Education Program (pg. 8)

DISCUSSION:

- A. Racial and Social Equity Update (pg.61)
- B. TASB Board Policy Update 115 (pg. 62)

OPEN FORUM FOR NON-AGENDA ITEMS:

Must Pre-Register. Registration via email as stated above must be completed in its entirety and submitted no later than **3:00 p.m.** Any personnel concern should be brought directly to the Superintendent or Board President prior to the meeting, who will guide you to the proper procedure pursuant to Board Policy. Speakers will be limited to five (5) minutes. When more than one individual wishes to address the same agenda item, the President may ask the group to appoint one spokesperson.

SUPERINTENDENT'S REPORT:

This time is for the Superintendent to acknowledge varying kinds of activities occurring within the district. This includes such items as recognition of outstanding performance by district staff and/or students, the initiating of new programs and special activities.

The Superintendent will report on the following subjects:

- A. Recognition of outstanding performance by district staff and students
- B. Initiation of new programs and special activities

SCHOOL BOARD'S REPORTS:

At this time on the Agenda allows each member to inform other Board Members, the administrative staff and the public of activities which are of interest.

The Board Members will report on the following subjects:

- A. Board member attendance at various school and community events.
- B. Board member announcement of various upcoming school and community events.
- C. Board member visits to various campuses
- D. Board member recognition of outstanding performance by district staff and students
- E. Board member recognition of new programs and special activities

CLOSED MEETING:

At any time during the meeting the Board may adjourn into closed meeting for consultation with its attorney (Tex. Gov't Code § 551.071) or for a posted agenda item pursuant to Texas Government Code sections 551.072 – 551.084 (see below).

ADJOURNMENT

The agenda order may be adjusted by the Presiding Officer at any time during the meeting.

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Texas Government Code, chapter 551, subchapters D and E or Texas Government Code section 418.183(f).

If, during the course of the meeting covered by this Notice, the Board should determine that a closed meeting of the Board should be held or is required in relation to any item included in this notice, then such closed meeting is authorized by Texas Government Code Section 551.001, et. seq., for any of the following reasons:

Section 551.071 - For the purpose of a private consultation with the Board's attorney on any or all subjects or matters authorized by law.

Section 551.072 - For the purpose of discussing the purchase, exchange, lease or value of real property.

Section 551.073 - For the purpose of negotiating contracts for prospective gifts or donations.

Section 551.074 - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.

Section 551.076 - To consider the deployment, or specific occasions for implementation, of security personnel and devices.

Section 551.082 - For the purpose of deliberating in a case involving discipline of a public school child or children, or in a case in which a complaint or charge is brought against an employee of

the school district by another employee and the complaint or charge directly results in a need for a hearing.

Section 551.0821 - For the purpose of deliberating in a matter regarding a public school student if personally identifiable information about the student will necessarily be revealed by the deliberation.

Section 551.083 - For the purpose of considering the standards, guidelines, terms or conditions the Board will follow, or instruct its representatives to follow, in consultation with representatives of employee groups in connection with consultation agreements provided for by Section 13.901 of the Texas Education Code.

Section 551.084 - For the purpose of excluding a witness or witnesses from a hearing during examination of another witness.

Should any final action, final decision or final vote be required in the opinion of the Board with regard to any matter considered in such closed meeting, then such final action, final decision or final vote shall be at either:

- A. the open meeting covered by this notice upon the reconvening of this public meeting, or
- B. at a subsequent public meeting of the Board upon notice thereof, as the Board shall determine.

Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting.

CERTIFICATE AS TO POSTING OR GIVING OF NOTICE

On this 14th day of September, 2020 at 5:00 p.m., this notice was posted on a bulletin board at a place convenient to the public at the central administrative office of the Arlington Independent School District, 1203 West Pioneer Parkway, Arlington, Texas and readily accessible to the general public at all times beginning at least 72 hours preceding the scheduled time of the meeting.



Dr. Marcelo Cavazos, Superintendent

Arlington Independent School District Board of Trustees Communication

Meeting Date:	September 17, 2020	Consent Item
Subject:	Consider Contract for Arlington Chamber of Commerce 2020-2021	

Purpose:

To renew the service contract with the Arlington Chamber of Commerce

Background:

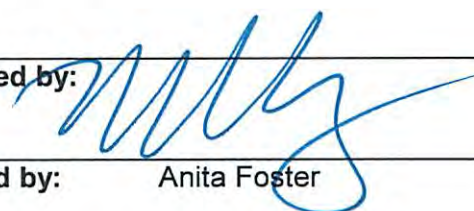
Annually, the district has negotiated a service contract with the Arlington Chamber of Commerce that defines continued participation between the district and the Arlington Chamber. The 2019-2020 contract aligns with the district's strategic plan. The contract cost remains \$95,000 annually.

Components of this year's contract with the Chamber include:

- Matching speakers and mentors for the Career and Technical Education and Guidance and Counseling departments
- Partnership with the AISD Parent and Community Engagement Department to promote opportunities for business support, including a phase two of business engagement strategy that includes a PowerPoint presentation and an informational webpage on the Chamber's website
- Opportunity for the district to share upcoming events, news and AISD achievements at each bi-monthly meeting
- Entrepreneurship Contest for students in grades 3 – 8 with expanded exclusive Big Idea Lab Summer Camp.
- Seven scholarships benefiting one senior from each traditional AISD high school and Arlington Collegiate High School at TCC-Southeast
- Two \$5,000 scholarships for AISD graduating seniors currently enrolled in a STEM pathway
- Student practicum program where the Chamber will secure practicums for AISD students in specific courses
- Marketing support

Recommendation:

The administration recommends approval of the contract.

Submitted to: Board of Trustees Arlington Independent School District	Submitted by:  Prepared by: Anita Foster Date: September 4, 2020
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**Arlington Independent School District
Board of Trustees Communication**

Meeting Date: September 17, 2020

Consent Item

Subject: Consider the Interlocal Agreement with Tarrant County Local Workforce Development Board to Conduct Tarrant County Adult Education and Literacy Consortium's English as a Second Language, Adult Basic Education, and Adult Secondary Education Program

Purpose:


To provide AISD with the grant funding for providing English as a Second Language, Adult Basic Education, Adult Secondary Education, EL Civics, and Integrated Education and Training classes as part of the Tarrant County Adult Education and Literacy Consortium.

Background:

These grant funded services for adult education are coordinated by the AISD Adult Education and Literacy Program. The Tarrant County Local Workforce Development Board acts as the designated financial agent for the Tarrant County Adult Education and Literacy Consortium. All program costs are grant funded under the Texas Workforce Commission as prescribed by the Adult Education and Family Literacy Act. Classes are available to all adult students including parents and extended families of AISD's students, former students of AISD, employees of AISD, as well as the residents of the greater Arlington area.

Recommendation:

The administration recommends that the Board approve the 2020-21 Tarrant County Adult Education and Literacy Consortium agreement with AISD for the period of July 1, 2020 – June 30, 2021 by executing the attached document.

Submitted to: Board of Trustees Arlington Independent School District	Submitted by: 
	Prepared by: Dr. Steven Wurtz Date: August 24, 2020

TARRANT COUNTY LOCAL WORKFORCE DEVELOPMENT BOARD CONTRACT COVER SHEET

CONTRACT NUMBER: 20-SPC-AEL-001 CONTRACT TYPE: Cost Reimbursement

FUNDING SOURCE: Adult Education and Literacy

CONTRACT PERIOD: From July 1, 2020 To June 30, 2021

FUNDED PROJECT/PROGRAM: Adult Education and Literacy Services

TOTAL FUNDING OBLIGATION NOT TO EXCEED: \$651,220.00

Adult Education and Literacy Funds Awarded	\$651,220.00
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Total Contract Amount	\$651,220.00
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This contract is entered into by and among the **TARRANT COUNTY LOCAL WORKFORCE DEVELOPMENT BOARD** (TCWDB or the Board) and the **ARLINGTON INDEPENDENT SCHOOL DISTRICT** (herein referred to as the Contractor):

<p>Workforce Solutions for Tarrant County</p> <p>Address: <u>1320 S. University Drive, Suite 600</u></p> <p>City: <u>Fort Worth, Texas 76107</u></p> <p>Contact: <u>Ms. Jauneen Maldonado</u></p> <p>Phone: <u>817-804-4225</u></p> <p>Fax: <u>817-222-6323</u></p> <p>E-Mail: <u>jauneen.maldonado@workforcesolutions.net</u></p>	<p>Contractor: <u>Arlington Independent School District</u></p> <p>Business Address: <u>600 New York Avenue Arlington, Tx. 76010</u></p> <p>Mailing Address: <u>600 New York Avenue Arlington, Tx. 76010</u></p> <p>Contact: <u>Heather Kubiak</u></p> <p>Phone: <u>682-867-2383</u></p> <p>Fax: <u>817-801-0975</u></p> <p>E-Mail: <u>hkubiak@aisd.net</u></p>
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The Contractor agrees to provide employment and training services in compliance with all applicable State laws, regulations, and rules, and in accordance with the provisions of this contract consisting of this Contract Cover Sheet and the following parts, which are hereby incorporated as part of this contract and constitute promised performances by the Contractor:

- Table of Contents
- Part A - General Contract Terms
- Part B - Contract Budget and Budget Back-Up
- Part C - Statement of Work
- Part D - Contract Attachments

The parties agree that the programs provided under the herein above listed parts of this contract shall be administered pursuant to the Texas Workforce Commission's Financial Manual for Grants and Contracts.

The Contractor hereby acknowledges that it has read and understands this entire contract. All oral or written agreements between the parties hereto relating to the subject matter of this contract that were made prior to the execution of this contract have been reduced to writing and are contained herein.

The Contractor agrees to abide by all terms and conditions specified herein and certifies that the information provided to the Board is true and correct in all respects to the best of its knowledge and belief. The obligations of the Board under this contract are expressly contingent upon the availability of funds for such purpose, under the applicable federal, state and/or other sources. This contract shall not be binding until expressly approved by the Executive Director of the Board, or the Executive Director's designee.

APPROVED:

**TARRANT COUNTY LOCAL
WORKFORCE DEVELOPMENT BOARD**

**ARLINGTON INDEPENDENT SCHOOL
DISTRICT**



Judy McDonald
Executive Director

Dr. Marcelo Cavazos
Superintendent



Date: 9-4-2020

Date: _____

PART A
GENERAL CONTRACT TERMS

TARRANT COUNTY LOCAL WORKFORCE DEVELOPMENT BOARD

GENERAL TERMS FOR CONTRACT WITH TARRANT COUNTY LOCAL WORKFORCE DEVELOPMENT BOARD

Contract No. 20-SPC-AEL-001

SECTION 1 - PARTIES TO CONTRACT

The Tarrant County Local Workforce Development Board, herein referred to as "the Board" and the Arlington Independent School District, herein referred to as "the Contractor", have made and entered into this contract which, together with the documents attached and/or incorporated by specific reference, constitutes the entire agreement between the parties, and is herein referred to as "the Contract".

SECTION 2 - CONTRACT PERIOD

The period for performance of this Contract shall commence July 1, 2020 and shall terminate June 30, 2021 unless otherwise provided for in the Statement of Work.

SECTION 3 - CONTRACT FUNDING

The total amount of funding awarded under this contract shall not exceed \$651,220.00. This funding is comprised of the following categories:

AEL Program Funds:	\$536,279.00
EL / Civics:	\$ 85,751.00
WII:	\$ 16,446.00
Performance Reserve:	<u>\$ 12,744.00</u>
Total:	\$651,220.00

Two percent (2%) of awarded funding will be released by TWC based on the successful completion of performance based funding measures for the activities of the entire consortium. If and/or when these standards are met by the consortium as a whole, the Board will make this portion of funding available to the sub recipient. Should the consortium fail to meet the required measures, funds available to all consortium members will be reduced by the percentage reduction (up to 2%) in total grant funds.

SECTION 4 - LEGAL AUTHORITY

- 4.1 The Board is the designated agency of the Tarrant County Workforce Development Area to implement:
- The Workforce Innovation and Opportunity Act of 2014 [WIOA] (29 U.S.C. 3101, *et seq.*)
 - The Workforce Investment Act of 1998 [WIA] (29 USC §2801 *et seq.*),
 - The Wagner-Peyser Act (29 U.S.C. §49 *et seq.*),
 - Portions of the public assistance programs under the Social Security Act (42 U.S.C. §301 *et seq.*), and
 - The Personal Responsibility and Work Opportunity Reconciliation Act of 1996 [PRWORA] (7 U.S.C §201.1, *et seq.*), and
 - Other employment, training, and education related programs as directed by the Texas Workforce Commission (TWC) or as initiated by the Board.

- 4.2 The Board is responsible, under these legal authorities, for administering an integrated workforce development system, including job training, employment, and employment-related educational programs.
- 4.3 Each person signing this Contract on behalf of the Board and the Contractor hereby warrants that he/she has been fully authorized by the Board and the Contractor to execute this Contract on behalf of the Board and the Contractor and to validly and legally bind the Board and the Contractor to all the terms, performances and provisions herein set forth.
- 4.4 If Contractor is a Texas Corporation, either for profit or non-profit, Contractor shall provide (1) a Certificate of Existence from the Secretary of State; and (2) a Certificate of Account Status from the Comptroller of the State of Texas. If Contractor is a foreign corporation qualified to do business within the State of Texas, Contractor shall provide (1) a Certificate of Authority from the Secretary of State authorizing it to do business within the State of Texas and (2) a Certificate of Account Status from the Comptroller of the State of Texas. If Contractor is a non-profit corporation having exempt status from federal income taxation, it must provide the appropriate Internal Revenue Service notice of exemption as well as an exemption letter from the Comptroller of the State of Texas granting exemption from State franchise taxes.

SECTION 5 – ADULT EDUCATION PROGRAMS AND TARRANT COUNTY LITERACY CONSORTIUM OVERVIEW

- 5.1 On May 18, 2013, Governor Rick Perry signed into law Texas Senate Bill (SB) 307, 83rd Legislature, Regular Session (2013), which transferred responsibility for Adult Education and Literacy (AEL) programs from TEA to the Texas Workforce Commission. The Texas Legislature, through its review of the AEL program and accompanying legislative actions, signaled the need for deliberate and transformative change in the management, mission, and delivery systems of the AEL program to better meet the needs of adult learners.

The Tarrant County Literacy Consortium was created in 2014 to guide the local transformation of Adult Education and Literacy programs in Tarrant County, under the leadership of the Tarrant County Workforce Development Board. The consortium was formed under a Partner Agreement which included the Board and the nine AEL-funded service providers in Tarrant County. Among the purposes of the Consortium was the leveraging of resources for use in implementing a comprehensive system to address the literacy needs of Tarrant County residents, with funds awarded to the Consortium being directed by the Consortium and administered by the appropriate partner.

SECTION 6 - BOARD PERFORMANCE

- 6.1 The Board will serve as Grant Recipient and will oversee the delivery of AEL services and will be responsible for ensuring compliance with all TWC, AEL, EL Civics requirements, including reporting, professional development, service provider technical assistance, and any other duties required by TWC. Specific tasks will include:
 - 6.1.1 Relaying all updates and messages from TWC to service providers.
 - 6.1.2 Expressing questions, suggestions and ideas from Consortium members to TWC.
 - 6.1.3 Submitting all required grant reports following set due dates.
- 6.2 The Board will serve as Lead Organization of the Consortium with responsibility for planning and leadership, including leading Consortium meetings, technical assistance, data review, service provider

monitoring, and other Consortium needs. The Board will collaborate with Consortium members to carry out deliverables and timelines as required for this grant. Specific tasks will include:

- 6.2.1 Schedule, plan, and host regular Consortium meetings.
 - 6.2.2 Periodically visit sites across the Consortium service area.
 - 6.2.3 Provide feedback on those site visits to service provider.
 - 6.2.4 Schedule regular technical assistance visits/communication with each service provider.
 - 6.2.5 Respond to service provider needs, questions, and other inquiries as they arise.
 - 6.2.6 Conduct data reviews as outlined in grant application.
 - 6.2.7 Provide Consortium updates on progress and student successes.
 - 6.2.8 Lead initiatives to standardize various program components across Consortium.
 - 6.2.9 Make recommendations to Consortium members on areas of improvement. Provide opportunities for Consortium members to contribute.
 - 6.2.10 Develop and implement professional development plan for Consortium. This may include coordinating, leading, requesting, and providing professional development for Consortium.
- 6.3 Serve as Fiscal Agent for AEL grant funds with responsibility for financial management duties of the Consortium. Specific tasks will include:
- 6.3.1 Issue contracts for services.
 - 6.3.2 Submit expenditure reports and cash draw from TWC according to TWC CDER System due dates.
 - 6.3.3 Monitor funding and expenditure amounts of service providers throughout contract period.

SECTION 7 - CONTRACTOR PERFORMANCE

- 7.1 Contractor shall serve as an AEL Service Provider, providing AEL services as specified in 20 U.S.C. § 9202 and Texas Labor Code § 315.003, in designated areas of Tarrant County. This also includes providing local service provider professional development, as needed using available professional development funds. Specific tasks will include:
- 7.1.1 Establish a centralized data entry and monitoring system to ensure data integrity.
 - 7.1.2 Complete all data in a timely manner within the bi-weekly requirement per the Assessment Guide, to allow adequate time for the Board to submit TWC data reports.
 - 7.1.3 Provide services to the number of students specified in Contract Part C - Statement of Work, at a minimum, during the contract period.
 - 7.1.4 Provide services as listed in section 20.7 of grant application.
 - 7.1.5 Meet or exceed Adult Education and Literacy Grantee Performance Measures as provided by TWC.
 - 7.1.6 Submit monthly expenditure reports to the Board.
 - 7.1.7 Establish partnerships with local organizations to provide AEL services including ABE/ASE, GED, ESL, EL Civics, Integrated Education and Training, Intensive Services, and Transitions classes.
 - 7.1.8 Maintain a Memorandum of Understanding on file for each partnership
 - 7.1.9 Provide year-round services with no break in service delivery.
 - 7.1.10 Schedule services to meet the needs of adult learners and to meet the State Assessment and Goal Setting/Attainment Policy and other TWC guidelines.
 - 7.1.11 Maintain student files in accordance with Board requirements and the Texas Adult Education and Literacy Program Request for Proposal 320-18-01.
 - 7.1.12 Provide a list of Staff and their positions, as well as a copy of job descriptions for all staff.
 - 7.1.13 Ensure all AEL staff meets the qualifications, including professional development requirements, according to Texas Adult Education and Literacy Program Request for Proposal 320-18-01. Maintain these qualification and professional development records for each staff member. This includes volunteers.

- 7.1.14 Conduct student assessment and placement.
 - 7.1.15 Maintain waiting lists of students unable to begin classes at the time of inquiry.
 - 7.1.16 Provide updated site lists as requested by TWC and/or the Board.
- 7.2 Contractor shall serve as an active participant in the Consortium: participate in and contribute to Consortium meetings. Contractor will collaborate with the Board to fulfill the required data review, service provider monitoring, and other Consortium needs. Contractor will also collaborate with the Board and other Consortium members to carry out deliverables and timelines as submitted in this grant proposal. Specific tasks will include:
- 7.2.1 Follow established Consortium agreement and contribute to updating the agreement annually, or as needed.
 - 7.2.2 Participate in quarterly Consortium meetings.
 - 7.2.3 Meet with the Board and TCAEL Consortium contractors once per month.
 - 7.2.4 Participate in planning and design of standardized program components.
 - 7.2.5 Establish a procedure so students are referred to the service provider that is the best match for each student, depending on goals, needs, and availability.
 - 7.2.6 Contribute to the design and implementation of a Consortium professional development plan.
 - 7.2.7 Provide instructional curriculum, materials, and technology that prepare students for a successful future in their community, career, and college.
 - 7.2.8 Attend additional meetings or trainings that are critical to the success of the Consortium, especially regarding TEAMS data, performance measures, and funding.
 - 7.2.9 Provide and partner with local organizations to provide recruitment and marketing efforts for Consortium-wide services.
 - 7.2.10 Seek new partnerships to provide additional student support services.
 - 7.2.11 Complete quarterly surveys rating technical support and Consortium leadership.
- 7.3 The Contractor represents and guarantees that it possesses the legal authority to enter into this Contract and in consideration of the commitments set forth in Section 6 above, agrees to:
- 7.3.1 Provide services in accordance with the program specific provisions set forth in any statement of work attached hereto as Part C and made a part here of.
 - 7.3.2 State that the program or project is financed in whole or in part by federal and state funds when issuing requests for proposals and bid solicitations for projects or programs funded in whole or in part with funds provided under the terms of this Contract.
 - 7.3.3 Whenever applicable, comply with appropriate federal and state licensing or certification requirements.
- 7.4 The Contractor shall assist, cooperate, and coordinate with the TWC and the Board with the testing of the TWC Emergency Management and Business Recovery/Continuity of Operations Plan (the Local Emergency Management Plan) as needed and necessary.
- 7.5 The Contractor shall provide such services in compliance with all applicable federal and state laws, regulations, and rules. Further, the Contractor shall comply with the approved local workforce training and service plan and subsequent amendments, and with all Texas Workforce Commission, herein referred to as "TWC", and Board policies and procedures, which are made a part hereof by reference. In the event of a conflict between such laws and regulations and the terms and conditions of this Contract, precedence shall be given to the laws and regulations.

SECTION 8 - INDEPENDENT CONTRACTOR

- 8.1 It is understood and agreed by both parties that the Board is contracting with the Contractor as an independent contractor.
- 8.2 The Board may undertake or award other contracts for additional or related work. The Contractor and any other additional contractor shall fully cooperate and accommodate each other's work and activities related to such additional work. The Contractor shall not commit or permit any act, which will interfere with the performance or work by any other contractor or by the Board or its agents.
- 8.3 The Contractor shall notify the Board within ten (10) working days of the occurrence of any change in the Contractor's name, governing structure or organization, taxpayer identification number, and of any voluntary or involuntary actions in bankruptcy.

SECTION 9 - CONTRACT LIABILITIES

- 9.1 In consideration of the Contractor's full and satisfactory performance of the services specified in the attached Statement of Work, the Board will pay the Contractor in an amount equal to the actual costs for specific programs incurred by the Contractor in rendering such performance, contingent upon the availability of funds for such purposes, as more fully described in Section 10 (Fiscal Administration) herein, and subject to the following limitations:
- 9.1.1 The Board shall not be liable for expenditures made in violation of the provisions of the legal authorities cited in this Contract, or any other law or regulation applicable to a specific program or service performed under this Contract.
- 9.1.2 Except as may be otherwise approved by the Board, the Board shall not be liable to the Contractor for costs incurred or performances rendered by the Contractor before commencement of this Contract or after termination of this Contract, except for the costs of close-outs and audit reports required pursuant to this Contract. Proposed closeout and audit costs shall be submitted to the Board for prior written approval.
- 9.1.3 After close-out of the contract, the Board shall not be liable for any costs incurred by the Contractor in the performance of this Contract, pursuant to 40 TAC §805.229 (The Close-out Process).
- 9.1.4 The Board shall not be obligated to pay for expenditures that exceed the approved budget, or any portion thereof, as incorporated into this Contract and attached hereto as Part B.
- 9.2 Method of Payment and Expenditure Reports
- 9.2.1 The Board agrees to make payment in accordance with the Line-Item Budget, attached here to as Part B, upon receipt of a proper and verified statement of current and/or projected costs for services rendered under this contract, after deducting therefrom any advance payment or previous overpayment made by the Board, and conditioned upon the Contractor having submitted a completed Line-Item Budget and Budget Back-Up, attached here to as Part B.
- 9.2.2 The Contractor shall submit to the Board, no later than fifteen (15) days following the end of each month during the period of performance of this Contract, a report detailing allowable expenditures incurred during the previous month, prepared on an accrual basis in the format

prescribed by the Board.

- 9.2.4 The Contractor may request an advance based upon estimated allowable costs to be incurred by the Contractor during the period for which such advance is sought and which, if approved by the Board, shall be paid to the Contractor subject to Section 26 (Sanctions and Penalties) of this Contract.

SECTION 10 - FISCAL ADMINISTRATION

10.1 Availability of Funds

Notwithstanding any other provisions of this Contract, it is understood and agreed by the parties hereto that the Board's obligations under this Contract are contingent upon actual receipt of adequate funds from federal and state sources to meet the Board's liabilities hereunder.

10.2 Financial Management Requirements

- 10.2.1 The Contractor shall establish and maintain accounting and financial management systems as described in Chapter 5 of the TWC Financial Manual for Grants and Contracts to account for all funds received under this contract.
- 10.2.2 The Contractor shall comply with the cost principles and administrative requirements set forth in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as applicable, and as supplemented by the final rules promulgated by the Office of the Governor under the Uniform Grant and Contract Management Standards (UGCMS) and/or, the TWC Financial Manual for Grants and Contracts (FMGC), and directives specified by TWC and Board issuances.
- 10.2.3 The Contractor shall maintain fiscal controls and fund accountability in accordance with applicable federal and state legislation, federal regulations, state rules, and the reporting and records keeping requirements of the TWC FMGC and policies of the Board.
- 10.2.4 Income generated as a result of Workforce programs performed under this contract, including interest income, shall be utilized or disposed of and reported in accordance with the provisions of the TWC Financial Manual for Grants and Contracts.
- 10.2.5 The Contractor is responsible for the accurate, current, separate and complete disclosure of the status of the funds it has received or will receive under this or previous Contracts pursuant to applicable legislation, federal, state, and local regulations and policies of the Board, as applicable.
- 10.2.6 Two percent (2%) of awarded AEFLA funding will be released by TWC based on the successful completion of performance based funding measures for the activities of the entire consortium. If and/or when these standards are met by the consortium as a whole, the Board will make this portion of funding available to the sub recipient. Should the consortium fail to meet the required measures, funds available to all consortium members will be reduced by the percentage reduction (up to 5%) in total grant funds.
- 10.2.7 Contractor shall seek and obtain the Board's prior written approval before implementing any change in a cost category. An amendment is required if cost category will be reduced by 20% or more.

10.3 Limitation on Liability

- 10.3.1 The Contractor understands and agrees that it shall be liable to repay to the Board any funds not expended in accordance with this Contract or determined to be expended in violation of the terms of this Contract, and pursuant to the corrective action process detailed in Chapter 17 of the TWC Financial Manual for Grants and Contracts. The Contractor shall be liable for such funds and shall repay such funds even if the improper expenditure, if any, was made by a sub-contractor.
- 10.3.2 Pursuant to legislation, a member or former member of the Board may not be held personally liable for a claim, damage, loss, or repayment obligation of federal or state funds that arises from this Contract unless the act or omission that causes the claim, damage, loss, or repayment obligation constitutes official misconduct on the part of the Board Member, willful disregard of the requirements of this Contract on the part of the board member, or gross negligence on the part of the board member.
- 10.3.3 The Board may provide written notification to the Contractor in the form of either a unilateral letter of notification, with at least ten (10) working days notice, or a bilaterally executed contract modification of intent to either obligate additional funds or to de-obligate funds previously obligated under this Contract. The Board shall not be liable to the Contractor for, and retains the right to unilaterally de-obligate any excess or erroneous funding obligations inadvertently indicated in any Statement of Work or Line-Item Budget, attached hereto and made a part hereof. De-obligation or re-obligation of funds shall be pursuant to Sections 2.02 and 12.04 of the TWC Financial Manual for Grants and Contracts.

10.4 Expenditure Rates/De-obligation of Funding

- 10.4.1 Within 30 days from the commencement of this contract, the Contractor shall submit to the Board a spending plan showing monthly planned expenditures that total to the amount of funding allocated in this contract.
- 10.4.2 After the first six months of this contract, the Board will review expenditures reported by contractor for consistency with the planned expenditures. Should expenditures reported by the Contractor be less than 90% of the planned expenditures for the six-month period under review, the contractor will be subject to de-obligation of the difference between the planned and actual expenditures.
- 10.4.3 After the first nine months of the contract, the Board will again review expenditures reported by contractor for consistency with the planned expenditures. Should expenditures reported by the Contractor be less than 90% of the planned expenditures for the nine-month period under review, the contractor will again be subject to de-obligation of the difference between the planned and actual expenditures.
- 10.4.4 Before funds are de-obligated from this contract, the Board will give written notice to the contractor of its intent to de-obligate funding. The Contractor will have 10 days from delivery of that notice to propose a revised spending plan, along with justification for not de-obligating funds. Within 10 days from the receipt of the Contractor's response, the Board will issue its final determination on de-obligation.
- 10.4.5 The de-obligation of funding in accordance with this section 10.4 shall be made by a unilateral contract amendment issued by the Board.

SECTION 11 - ADMINISTRATIVE REQUIREMENTS

- 11.1 All business relationships between the Board and the Contractor shall conform to the administrative requirements found in:
 - 11.1.1 Any specific term or condition within this Contract,
 - 11.1.2 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as supplemented by the Rules promulgated by the Office of the Governor under the Uniform Grant Management Standards (UGMS),
 - 11.1.3 The TWC Financial Manual for Grants and Contracts, and
 - 11.1.4 Any directives specified by TWC issuances, except as otherwise specifically authorized by TWC in writing.
- 11.2 In the event of a conflict between such laws and regulations and the terms and conditions of this Contract, precedence shall be given to the laws and regulations.
- 11.3 This Contract is subject to the rights and responsibilities for charitable and faith-based providers set forth in Section 104 PRWORA.
- 11.4 Responsibility for disallowed costs and other liabilities under any specific program grant or contract between the Board and the Contractor will be as follows:
 - 11.4.1 First Priority: The Contractor shall use available stand-in costs to resolve the disallowed costs or other liability to Board.
 - 11.4.2 Second Priority: The Board shall recover funds from the Contractor and utilize such funds to retire the liability to TWC.
 - 11.4.3 Third Priority: The Contractor shall recover funds from an insurance carrier or bond issuer and utilize such funds to retire the liability to Board.

SECTION 12 - REPORTING REQUIREMENTS

- 12.1 In addition to the financial reporting requirements set forth in Section 7 (Contractor Performance) of this Contract, and upon the written request of the Board, the Contractor shall submit to the Board such additional periodic, contract close-out or ad-hoc reports on the operation and performance of this contract as may be required by the Board. The Board's request shall provide a reasonable time of response, in consideration of the nature and availability of the information requested.
- 12.2 The Contractor shall provide to the Board reports on its monitoring activities required under Section 16 (Monitoring, Audits, and Evaluations) of this Contract. Such reports shall be submitted on a periodic basis to be specified by the Board.

SECTION 13 - RETENTION AND ACCESSIBILITY OF RECORDS

- 13.1 The Contractor shall grant access and the right to examine, copy or mechanically reproduce, all reports, books, papers, documents, automated data systems and other records pertaining to any grant award or program contract awarded under this Agreement from Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., excluding state or federal holidays.
- 13.2 Such rights to access shall continue as long as the Contractor retains the records.
- 13.3 Such rights of access and examination are granted to, as applicable,:

- 13.3.1 The United States Department of Labor,
 - 13.3.2 The United States Department of Health and Human Services,
 - 13.3.3 The United States Department of Education,
 - 13.3.4 The United States Department of Agriculture,
 - 13.3.5 The Comptroller General of the United States,
 - 13.3.6 The General Accounting Office,
 - 13.3.7 The Auditor of the State of Texas,
 - 13.3.8 TWC,
 - 13.3.9 Other state and federal auditing agencies, or
 - 13.3.10 Any duly authorized representative of the above named agencies as deemed appropriate by the Board or TWC.
- 13.4 The Contractor shall maintain program records and financial management records, which support and document all expenditures of funds made under this Contract. The Contractor shall, for all of its activities under this Contract, maintain a recordkeeping system for all of its activities based on the retention and custodial requirements for records in the TWC Financial Manual for Grants and Contracts. This section shall not be interpreted to require maintenance of multiple exact duplicate copies of any record or document.
- 13.5 The Contractor shall retain all fiscal records and supporting documents for a minimum of three (3) years after final contract closeout, or for any greater period specified in the Statement of Work, attached here to as Part C. In the event there is an unresolved audit discrepancy at the end of such retention period, the records will be retained until the discrepancy is resolved.
- 13.6 The Board, and other oversight entities, as detailed in Section 13.3 above, in coordination with the Board, shall have the right to timely and reasonable access to the Contractor and its Subcontractors, existing for the purposes of accomplishing the goals of this contract, premises and personnel for the purpose of inspection, monitoring, auditing, evaluation, or interview and discussion, related to all records required to be retained under this Section.
- 13.7 The Contractor shall implement and maintain an information security system for all records and supporting documentation, with particular attention to the reasonable safeguard of confidential client data, in accordance with the TWC Information System Security Policy.

SECTION 14 - CHANGES AND AMENDMENTS

- 14.1 Except as specifically provided by this Contract, alterations, additions, or deletions to the terms of this Contract shall be modified in writing and executed by both parties.
- 14.2 Any alterations, additions, or deletions to the terms of this Contract which are required by changes in federal or state law or by regulations are automatically incorporated into this Contract without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- 14.3 To ensure the legal and effective performance of this Contract, both parties agree the Board may amend performance under this Contract, during the contract period, by issuing policy directives to establish, interpret, or clarify performance requirements under this Contract. After a period of no less than 30 days subsequent to written notice unless sooner implementation is required by law, such policy directives shall have the effect of qualifying the terms of this Contract and shall be binding upon the Contractor as if written herein, provided however that such policy directives shall not alter the terms of this Contract so as to relieve the Board of any obligation specified in this Contract to reimburse the Contractor for costs properly incurred prior to the effective date of such policy directives.

SECTION 15 - SUBCONTRACTS

- 15.1 Contractor subcontracts must require all subcontractors to comply with all requirements, as covered in this Contract:
- 15.1.1 for retention and accessibility of records;
 - 15.1.2 for non-discrimination and equal opportunity;
 - 15.1.3 for prevention of fraud and abuse;
 - 15.1.4 for prevention of conflicting interests;
 - 15.1.5 for fiscal administration; and
 - 15.1.6 for audits or evaluations.
- 15.2 A charitable or faith-based organization is eligible to be a subcontractor to the Contractor on the same basis as any other private organization. As a subcontractor under this Contract, such an organization retains its control over the definition, development, practice and expression of its charitable or religious beliefs, except as provided by federal law.
- 15.3 The Contractor agrees to submit notification to the Board of any subcontract or partnership agreement developed between the Contractor and a charitable or faith-based organization.
- 15.4 The Contractor shall assure that all workforce center subcontractors carry insurance required by this contract, or the equivalent, as well as other forms of insurance required by State or Federal law or regulation, pursuant to Section 38 (Bonding and Insurance).
- 15.5 The Contractor may enter into contracts, defined herein as written legal agreements with a sub-contractor that specify the terms and conditions for the provision of goods or services to be used by the Contractor or by participants in the Contractor's programs and which will be paid for with funds from this Contract. The term sub-contractor shall be defined as any organization, entity or individual that is awarded a contract under the Board's procurement standards and procedures, and may include a subrecipient or a vendor. The Board reserves the right to review and approve any and all sub-contracts prior to the Contractor formally agreeing to any level of service by a sub-contractor that may or will be paid for by funds provided to the Contractor under the terms of this Contract.
- 15.6 Except as specifically authorized by the Board in writing, in selecting Sub-contractors hereunder, the Contractor shall establish and adhere to a procurement system consistent with federal, state and local laws, and any applicable TWC rules or issuances, for the award and management of contracts. The Contractor in subcontracting any of the performances hereunder is not acting as an agent of the Board.
- 15.7 The Contractor shall ensure that the performances rendered under all subcontracts are rendered so as to comply with all the terms and provisions of this Contract as if the performances rendered were rendered by the Contractor. All subcontracts shall be subject to all applicable federal and state laws and TWC issuances.
- 15.8 The Contractor shall not subcontract with any corporation that is unable to certify that either it is current in state franchise taxes, pursuant to Article 2.45, Texas Business Corporation Act, or that is a non-profit corporation. Further, prior to entering into a subcontract, the Contractor shall obtain the assurance of any subcontractor that such subcontractor is current in Unemployment Insurance taxes, Payday and Child Labor law monetary obligations, Proprietary School fees and assessments, and has no outstanding Unemployment Insurance overpayment balance. In addition, the Contractor must obtain such certifications and assurance pursuant to Section 28 (Political Activity and Lobbying) of this Contract.
- 15.9 When issuing requests for proposals, bid solicitations, press releases, statements, and other documents describing projects or programs funded in whole or in part with federal funds, all subcontractors shall state the projected dollar amount and projected percentage of the total costs of the program or project

which will be financed with those federal funds, and the dollar amount and percentage of the total costs of the program or project which will be financed by nongovernmental sources.

- 15.10 If any subcontract is subject to the requirements of Texas Family Code §231.006, the Contractor shall comply with the provisions of that statute.
- 15.11 The Contractor shall provide and maintain a program and fiscal monitoring system as defined in the TWC Financial Manual for Grants and Contracts, and other Board directives as issued, covering the services to be rendered under any sub-contract. Complete records of all monitoring performed by the Contractor shall be maintained and made available to the Board during Contract performance and for as long thereafter as the TWC Financial Manual for Grants and Contracts may require, but for no less than three (3) years.

SECTION 16 - MONITORING, AUDITS, AND EVALUATIONS

- 16.1 The Contractor shall supply to the Board an audit that is in compliance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, no later than the end of nine months following the end of the Contractor's Fiscal Year.

Non-federal entities that expend less than \$750,000 per year in Federal awards are exempt from Federal audit requirements for that year. However, financial records must be made available for review or audit by representatives of the appropriate Federal agency and/or pass-through entities, such as the Board. Limited scope audits or monitoring visits may be scheduled at the Board's discretion to review sub-recipients who are exempt from Federal audit requirements.

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

- 16.3 The Board or its designee reserves the right to conduct monitoring and evaluation of the performances of the Contractor or any subcontractor rendered under this Contract. The Board will notify the Contractor in writing of any deficiencies noted during such review, and may withhold payments as appropriate based upon such review, pursuant to Section 26 (Sanctions and Penalties) of this Contract. The Board may conduct follow-up visits to review the previous deficiencies and to assess the efforts made to correct them. If such deficiencies persist, the Board will notify the Contractor in writing of its decision to either terminate this Contract effective immediately and/or apply sanctions pursuant to Section 26 of this Contract.

The Board retains the right to perform such evaluation studies that it determines necessary and will report preliminary results to the Contractor and any subcontractor before the evaluation is concluded and the final results are made a matter of record.

- 16.4 The Contractor and any Sub-contractor shall cooperate in conducting any audit or examination conducted pursuant to this Section.
- 16.5 The Contractor may arrange for a single, organization-wide audit of its programs that will include a financial and compliance audit of state or federally funded programs under this Contract, provided it is consistent with the audit criteria specified in the TWC Financial Manual for Grants and Contracts. The Contractor shall coordinate such arrangements with the Board.

SECTION 17 - PROPERTY

- 17.1 The Contractor shall acquire, maintain, and/or dispose of property purchased with funds received under this Contract in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, or with the UGMS and/or the TWC Financial Manual for Grants and Contracts and directives specified by Board and TWC issuances.
- 17.2 The Contractor shall take all reasonable precautions to ensure all property acquired with funds provided under this Contract is properly maintained, accounted for, and protected from damage, loss, unreasonable deterioration or theft.
- 17.3 Contractors and Sub-contractors having property acquired under any grant award or program contract shall acquire and maintain property insurance reasonably sufficient to replace any damaged, lost or stolen property, for as long as the property is kept, pursuant to Section 38 (Bonding and Insurance) herein.
- 17.4 The Contractor shall designate a Property Control Officer to be responsible for the inventory and control of all real property or non-expendable personal property purchased in whole or in part with funds received under this Contract and in the custody of the Contractor or its service providers.

The Property Control Officer, in accordance with TWC's Financial Manual for Grants and Contracts, shall prepare an annual physical inventory of such Contractor property, and shall reconcile the results with the inventories developed pursuant to this Section 17.

- 17.5 Contractor shall implement procedures for managing equipment, whether acquired in whole or in part with grant funds, until disposition takes place and that as a minimum meet management requirements stated in Chapter 13 (Equipment) of the TWC Financial Manual for Grants and Contracts.

While many technology items (including, but not limited to desktop computers, tablet computers, netbooks, and laptops) may not meet the capitalization level established by the contractor or the TWC, these items must be inventoried, tracked, and monitored as they are highly mobile and susceptible to loss.

At the end of each grant period, the contractor shall provide a listing of all equipment acquired with grant funds (including technology equipment discussed above) that includes the following information:

- Location of property
- Asset/Tag No.
- Description
- Serial number
- Cost
- Purchase Date
- Property Category (Nonexpendable, Residual or Scrap)

In addition, contractor shall certify that all non-expendable personal property with a unit acquisition cost of \$5,000 or more purchased with contract funds is being used and will continue to be used in the program or project for which it was acquired. If any of the non-expendable personal property as described above is to be used for other program purposes, that equipment use shall meet the requirements of Section 13.5 (Acquisition and Use of Equipment) of the TWC financial Manual for Grants and Contracts and shall be so documented.

- 17.6 The Property Control Officer and a representative of the Board shall identify and prepare an annual property inventory of any real property or non-expendable personal property on loan from the Board to the Contractor. A TWC F-68 form shall be signed by an authorized agent of the Contractor acknowledging all real or non-expendable personal property on loan from the Board to the Contractor.

- 17.7 The Contractor shall obtain prior written approval from the Board in order to purchase nonexpendable personal property, including lease/purchase equipment, having a unit acquisition cost of \$1,000 or more, or as set forth in the then current UGMS, including data processing hardware and software, and/or equipment with a unit acquisition cost of \$1,000 or more, and the Contractor shall provide the Board with a purchase notification and description of the property within 30 days following acquisition of such property.

SECTION 18

This section is left blank intentionally.

SECTION 19 - RIGHTS IN DATA

- 19.1 The Board retains the non-exclusive, non-transferable, irrevocable, paid-up license to practice or have practiced, or reproduce, prepare derivative works, distribute copies to the public, perform publicly and display publicly, by or on behalf of the Board any data, product or invention developed as result of this Contract or purchased or developed with funds from any Contract awarded by the Board to the Contractor.
- 19.2 Excluding copyrighted, licensed and public domain software purchased by Contractor, the Contractor grants to the Board and its designated representatives, unlimited rights to any data, databases or data processing program, regardless of form or media, first produced, developed, or delivered under the terms and conditions of this Contract. Such data includes recorded information regardless of form or media.
- 19.3 Upon termination of this Contract, whether for cause or convenience, all finished or unfinished documents, records, reports, photographs, etc. purchased or developed with funds awarded by the Board to the Contractor shall, at the option of the Board, become the property of the Board.

In the event of such termination the Contractor may be requested to transfer title and deliver to the Board any property or products the Contractor has acquired or produced in performance of the Contract.

- 19.4 All data and rights necessary to fulfill the Contractor's obligations to the Board under this Contract must be secured and obtained from Contractor subcontractors for any data or rights purchased or developed with funds awarded under the terms and conditions of this Contract.

If a subcontractor refuses to accept terms affording the Board such rights, the Contractor shall promptly bring such refusal to the attention of the Board.

SECTION 20 - PREVENTION OF FRAUD AND ABUSE

- 20.1 The Contractor shall establish and implement procedures for preventing, reporting, investigating, and taking appropriate legal and/or administrative action concerning any fraud, program abuse, possible illegal expenditures, unlawful activity, violations of law, or TWC or Board rules, policies, and procedures occurring under any funds awarded by the Board to the Contractor.
- 20.2 The Contractor shall require any member of the Contractor, Contractor staff, or Contractor subcontractor staff having knowledge of suspected fraud, program abuse, possible illegal expenditures, unlawful activity, violations of law or Board or TWC rules, policies and procedures occurring under any funds awarded by the Board to the Contractor to report such information to the Board Staff Member designated

in Section 20.3 below no later than five (5) working days from the date of discovery of such act.

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

Tarrant County Workforce Development Board
Attn: Jack Cummings
1320 S. University Drive, Suite 600
Fort Worth, Texas 76107-5780

20.4 The Contractor shall establish and implement reasonable internal program management procedures sufficient to ensure that its employees, participants, and subcontractors are aware of the TWC's Fraud and Program Abuse Hotline (1-800-252-3642) and that Hotline posters are displayed to ensure maximum exposure to all persons associated with or having an interest in the programs or services provided under this Contract.

20.5 Except as provided by law or court order, the parties to this Contract shall ensure the confidentiality of all reports of violations, as listed above. Neither the Contractor nor the Board shall retaliate against any person filing a report.

20.6 Upon review of submitted reports, the designated Board Staff Member may elevate the report to the appropriate State or Federal authority, accept the case for investigation and/or action at the local level, or return the case to the Contractor, or Contractor subcontractor, for action including, but not limited to, the following:

20.6.1 Further investigation;

20.6.2 Referral for prosecution under the Texas Penal Code, or other State or Federal laws; and/or

20.6.3 Other corrective action, as may be appropriate.

20.7 In such referral cases, the Contractor shall ensure that a final investigation closing report is submitted to the designated Board Staff Member after all feasible avenues of investigation and legal and/or corrective action have been taken.

SECTION 21 - PREVENTION OF CONFLICTING INTERESTS

21.1 Standards of Conduct

In order to maintain the integrity of expenditures of public funds arising from this Contract, the Contractor shall:

21.1.1 Comply with federal and state statutes and regulations regarding standards of conduct and conflict of interest provisions including, but not limited to, the following:

- a. 29 C.F.R. §97.36(b)(3), which includes requirements from the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments;
- b. Professional licensing requirements, when applicable; and
- c. Applicable OMB circular and/or Uniform Guidance requirements and the Office of the Governor's Uniform Grant Management Standards.

21.1.2 Avoid any conflict of interest or any appearance of a conflict of interest; and

21.1.3 Refrain from using nonpublic information gained through a relationship with the Board, or a Board employee, to seek or obtain financial gains that would be a conflict of interest or the

appearance of a conflict of interest.

21.2 Disclosures.

The Contractor is required to disclose the following in writing to the Board:

21.2.1 Matters Subject to Disclosure:

- a. A substantial financial interest that the Contractor, or any of its employees in decision-making positions, have in a business entity that is a party to any business transaction with a Board member or Board employee who is in a Board decision-making position;
- b. A gift greater than \$50 in value given to a Board member or Board employee by the Contractor or any of its employees; and
- c. The existence of any conflict of interest and any appearance of a conflict of interest.

21.2.2 Content of Disclosure - Contractor's written disclosures shall contain the following:

- a. Information describing the conflict of interest; and
- b. Information describing the appearance of a conflict of interest, and actions the Contractor and its employees will take in order to prevent any conflict of interest from occurring.

21.1.3 Frequency of Disclosure - Contractor's disclosures of conflicts to the Board shall be made:

- a. At least annually, and as frequently as necessary, any conflict of interest and any appearance of a conflict of interest;
- b. Within 10 days of giving a gift greater than \$50 in value as referenced in this section; and
- c. At least annually that no conflict of interest and no appearance of a conflict of interest exists.

21.1.4 Matters Not Subject to Disclosure - This provision does not apply to:

- a. A financial transaction performed in the course of a contract with the Board; or
- b. A transaction or benefit that is made available to the general public under the same terms and conditions.

21.3 The Contractor ensures that it shall not employ or otherwise compensate a former Board employee who:

- (1) was in a Board decision-making position (as defined by Texas Administrative Code, Title 40 Board Contracting Guidelines, Part 20, Chapter 801, Subchapter C.
- (2) was employed or compensated by the Board anytime during the previous 12 months

Where there is no conflict of interest, but there is a possible appearance of such a conflict, the Board will in an open meeting, provide an exception to the period described above by a vote of two-thirds of the membership present

SECTION 22 - OPEN MEETINGS AND PUBLIC INFORMATION

In conducting its activities and meetings under this Contract, the Contractor shall comply with the provisions of the Texas Open Meeting Act, Texas Government Code, Chapter 551, and the Texas Public Information Act, Texas Government Code, Chapter 552.

SECTION 23 - NONDISCRIMINATION AND EQUAL OPPORTUNITY

- 23.1 Grant or Program Contract awards under this Contract must comply with the provisions of the following laws:
- 23.1.1 Titles VI and VII of the Civil Rights Act of 1964, as amended;
 - 23.1.2 Section 504 of the Rehabilitation Act of 1973, as amended;
 - 23.1.3 Title IX of the Education Amendments of 1972, as amended;
 - 23.1.4 The Age Discrimination Act of 1975, as amended;
 - 23.1.5 The Americans with Disabilities Act, as amended;
 - 23.1.6 The Non-traditional Employment for Women Act of 1991, as amended; and
 - 23.1.7 Applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.) and the Federal Water Pollution Control Act, as amended (233 U.S.C. §1251 et seq.).
- 23.2 The Board, the Contractor and its subcontractors shall make a good faith effort to ensure that the employees and personnel of the local workforce development system reflect the demographic composition of the local workforce development area, subject to the provisions of this Contract.
- 23.3 The Board, the Contractor and its subcontractors may not deny services under any grant or program contract to any person and are prohibited from discriminating against any employee, applicant for employment, or beneficiary because of race, color, religion, sex, national origin, age, physical or mental disability, temporary medical condition, political affiliation or belief, citizenship or his or her participation in any Workforce Investment Act (WIA) Title I-financially assisted program and/or activity.
- 23.4 The Board, the Contractor and any subcontractor, shall take appropriate steps to ensure that the evaluation and treatment of employees and applicants for employment are free from discrimination.
- 23.5 The Contractor shall make a reasonable effort to meet the state goal on subcontracts and supplier contracts to historically underutilized businesses certified by the State of Texas, as defined in Texas Government Code §2161.001, including any certified women or minority owned businesses or enterprises.
- 23.6 The Board has adopted Methods of Administration approved by the U.S. Department of Health and Human Services and the U.S. Department of Labor governing the Board's compliance with legal requirements concerning nondiscrimination and equal opportunity. The Contractor is responsible for adhering to the provisions of those Methods of Administration, as provided to each Contractor by the Board.

SECTION 24 - NON-ASSIGNMENT

As provided in 20 CFR §627.420(h)(4)(ix), this Contract may not be assigned. Notwithstanding any attempt to assign the Contract, the Contractor shall remain fully liable on this Contract and shall not be released from performing any of the terms, covenants, and conditions of this Contract. The Contractor shall be held responsible for all funds received under this Contract.

SECTION 25 - TERMINATION OF CONTRACT

- 25.1 This Contract may be terminated in whole or in part, by the Board whenever it determines that such termination is in its best interests or the interests of the local workforce development area.

- 25.2 Either party may terminate this Agreement for cause, pending completion of any reports or audits required by TWC or this Contract. Such termination shall be effective upon receipt of written notification of termination, provided no less than sixty (60) days in advance.
- 25.3 If the Contractor fails to provide services in accordance with the provisions of this Contract, the Board may issue written notice of default to the Contractor immediately terminating the whole or any part of this Contract. Such termination shall not be an exclusive remedy but shall be in addition to any other rights, sanctions and remedies provided by law or under this Contract.
- 25.4 Subject to Section 9 (Contract Liabilities) of this Contract, the Contractor shall cease to incur costs under this Contract upon termination or receipt of written notice to terminate, whichever occurs first.
- 25.5 If the Contract is terminated as provided herein, in addition to any other provisions, the Contractor shall transfer title and deliver to the Board any property, products, or transferable licenses the Contractor has acquired or produced in performance of this Contract, including contract or program records.
- 25.6 If federal or state laws or regulations should be amended or judicially interpreted to render continued fulfillment of this Contract by either party substantially unreasonable or impossible, or if the parties are unable to agree on an amendment to enable the substantial continuation of services under this Contract, then the parties shall be discharged from any further obligations under this Contract, except for the equitable settlement of the respective accrued interests or obligations incurred up to the effective date of contract close-out.
- 25.7 Notwithstanding the Board's exercise of its right of early termination, the Contractor shall not be relieved of any liability for damages due to the Board. The Board may withhold payment to the Contractor on this Contract until such time as the exact amount of damages due to the Board from the Contractor is agreed upon or is otherwise determined by the Board and is paid by the Contractor.
- 25.8 Any notice required by either party under this Section 25 shall be by certified mail, addressed to the signatories of this Contract, or other designee so designated in writing at the address noted in Section 39.8 of this Contract.
- 25.9 In the event of contract termination, the Contractor shall cooperate with the Board and/or the Texas Workforce Commission to assist in the orderly transition of the services, functions, and operations provided by the Contractor to another service provider designated by the Board or the Commission.

SECTION 26 - SANCTIONS AND PENALTIES

- 26.1 The Contractor acknowledges that failure of the Contractor to comply with any provision of this Contract, whether stated in this Contract or in any Federal or State statute or regulation, State Methods of Administration, Commission rules, an assurance, a certification, an application or TWC policies or procedures referenced in the Contract may subject the Contractor to sanctions and enforcement or remedial measures appropriate to the circumstances to include:
- temporary withholding of payments,
 - disallowance of costs,
 - whole or partial suspension,
 - withholding of further awards or
 - other remedies that may be legally available.
- 26.2 Any sanctions or penalties imposed shall conform to state and federal laws and TWC rules

26.3 Performance Sanctions

- 26.3.1 The Contractor's failure to comply with any provision of this Contract and the attached Statement of Work, with any applicable federal or state laws and regulations, or Board or TWC rules, issuance, guidance letters, policies or procedures may subject the Contractor to sanctions and/or remedies imposed by the Board and/or the TWC and/or the Governor of the State of Texas.
- 26.3.2 Such sanctions and remedial measures include, but are not limited to, those specified in the Board's and/or TWC's policy on sanctions. This policy allows the Board and/or the TWC to take progressive measures, such as reallocation of funds and other appropriate action, if the Contractor fails to meet performance standards required in the Contract. The Board and/or the TWC may accelerate these sanctions in the event of significant failure by the Contractor.

26.4 Financial Related

- 26.4.1 The Board retains the right to deduct the amount of any advance payment or previous overpayment made by the Board, from any subsequent payment made by the Board.
- 26.4.2 The Contractor shall submit requests for an advance to coincide with immediate cash needs and shall assure that no excess cash is on deposit in the Contractor's accounts or the accounts of any subcontractor. Excess cash is defined in the TWC Financial Manual for Grants and Contracts. The Board may unilaterally change the method of payment from advance to reimbursement if the Board determines that the Contractor has maintained excess cash or if the Board identifies a material deficiency, as defined in the TWC Financial Manual for Grants and Contracts, in the cash controls or financial management system maintained by the Contractor. Failure to adhere to these provisions may result in funds being provided through a reimbursement process and/or the imposition of the sanctions set forth in this Section 26.
- 26.4.3 The Contractor shall be liable for and shall repay to the Board, on demand, any amounts that are not expended in compliance with Contract provisions, or disallowed as a result of a resolution agreement. The Contractor 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 or required by the Board. The Contractor shall be liable for such funds and shall repay such funds, pursuant to the corrective action process in Chapter 17 of the TWC Financial Manual for Grants and Contracts, even if the improper expenditure, if any, was made by a subcontractor.
- 26.4.4 All repayment made by the Contractor shall be from non-federal funds. The Contractor's failure to pay within thirty (30) days after demand may result in legal actions to recover such funds, sanctions as set forth in this Section 26, termination as set forth in Section 25 (Termination of Contract), and/or additional costs, including allowable interest.
- 26.4.5 If the Contractor proposes to use stand-in costs as a substitute for otherwise unallowable costs, such proposal must be included in the information provided to the Board during the informal resolution period, and shall be subject to final review and approval by the appropriate federal agency. The proposed stand-in costs shall be included in the subject audit resolution report, and shall have been reported as uncharged program costs, included within the scope of the audit, and accounted for in the Contractor's financial management system.
- 26.4.6 If the Contractor fails to submit to the Board in a timely and satisfactory manner any report required by this Contract, or otherwise fails to satisfactorily render performances hereunder, the

Board may withhold payments otherwise due and owing the Contractor. If the Board withholds such payments, it shall notify the Contractor in writing of its reasons for withholding payment. Payments withheld pursuant to this paragraph may be held by the Board until such time as the delinquent obligations for which funds are withheld are fulfilled by the Contractor.

- 26.5 Prior to imposition of sanctions or withholding of funds, the Board will provide the Contractor with notice of such action.
- 26.6 Any sanctions or remedial measures imposed under this Contract may be appealed pursuant to TWC rules.

SECTION 27 - SERVICES PROVIDED BY CHARITABLE, RELIGIOUS, OR PRIVATE ORGANIZATIONS

- 27.1 A charitable or faith-based organization is eligible to be a subcontractor to the Contractor on the same basis as any other private organization. As a subcontractor under this Contract, such an organization retains its control over the definition, development, practice and expression of its charitable or religious beliefs, except as provided by federal law.
- 27.2 The Contractor, or any subcontractor, shall ensure that all funds provided through this Contract are expended for workforce development activities, and that no expenditures have as their objective the funding of sectarian worship, instruction, or proselytization. This provision shall not be interpreted to prohibit the Contractor from contracting for goods or services with any religious institution or entity.
- 27.3 Upon the Contractor or Sub-Contractor, which may be a charitable or faith-based organization, establishing a separate account for the government funds provided through the Contract, then only the services, activities, and financial records directly related to those funds will be subject to audit.
- 27.4 A charitable or faith-based provider of services or activities funded through this Contract shall post and apprise all participants of the following:

"Neither the Contractor's nor Local Workforce Development Board's selection of a charitable or faith-based provider of workforce development services or the expenditure of funds under this contract is an endorsement of the provider's charitable or religious character, practices, or expression. If you as a participant object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider, or notify the Local Workforce Development Board."
- 27.5 The Contractor will submit notification to the Board of any subcontract or partnership agreement developed between the Contractor and a charitable or faith-based organization.
- 27.6 This Contract is subject to the rights and responsibilities for charitable and faith-based providers set forth in Section 104, PRWORA, and to the limitations on expenditures set forth in 20 CFR Sections 667.266 and 667.275 of the Workforce Investment Act, Final Rules.

SECTION 28 - POLITICAL ACTIVITY AND LOBBYING

- 28.1 No funds provided under the Contract may be used in any way to attempt to influence in any manner a member of Congress to favor or oppose any legislation or appropriation by Congress, or for lobbying with State or local legislators. The Contractor will comply with the requirements of Restrictions on Lobbying: Certification and Disclosure Requirements imposed by 29 CFR §93.

- 28.2 No funds provided under the Contract may be used in any way to attempt to influence in any manner a member of the Board or Tarrant County Workforce Governing Board to favor or oppose any policy, action, or contract coming before those Boards for approval.
- 28.3 The Contractor shall require any subcontractor that will receive funds under the Contract to certify compliance with such restrictions or lobbying or political activity by utilizing Attachment D-1 of the Contract.

SECTION 29 - DEBARMENT CLAUSE

- 29.1 The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any federal department or agency.
- 29.2 The Contractor shall require any subcontractor that will receive funds from the Contract to submit such certification utilizing Attachment D-2 of the Contract.

SECTION 30 - DRUG FREE WORKPLACE

- 30.1 The Contractor agrees to provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988 (102 Stat. 4304, P.L. 100-690, Title V, Subtitle D).
- 30.2 The Contractor shall require any subcontractor that will receive funds from the Contract to submit such certification utilizing Attachment D-4 of the Contract.

SECTION 31 - TRAVEL AND TRANSPORTATION EXPENSES

All Contractor staff and employees who are required to travel pursuant to this Contract in order to fulfill Contractor business or duties as relating to this Contract shall be reimbursed for necessary and reasonable travel and per diem expenses in accordance with the TWC Financial Manual for Grants and Contracts. Travel costs include expenses for transportation, lodging, subsistence and related items incurred by Contractor staff and employees who are on official business incidental to a contract.

SECTION 32 - ACKNOWLEDGEMENT OF FUNDING SOURCE

The Contractor will acknowledge the Board, by including a printed notice that program funding is received from the Board, in all materials related to programs governed by this Contract that are produced for distribution to other entities or the general public.

SECTION 33 - DEFINITION OF TERMS

Terms, acronyms and terminology used in the contract are defined by the Texas Workforce Commission Financial Manual for Grants and Contracts, and other relevant statutes and regulations.

SECTION 34 - PROGRAM INCOME

Income generated under any program shall be used to further program objectives and may be retained by that

program.

If program income is generated under this Contract, an agreement providing for the use of such income subsequent to termination of this Contract is required prior to the expenditure of such funds.

SECTION 35 - DUPLICATE FUNDING/PELL GRANT REDUCTIONS

Contractor costs that are already allocated to other sources may not be included in the cost of this contract. The Contractor must inform the Board if the Contractor applies for or receives funds that affect the cost or performance of work under this contract and how the contractor plans to allocate duplicated funds. The Board reserves the right to renegotiate the contract relative to changed costs.

SECTION 36 - MAINTENANCE OF EFFORT

Funds under this contract are to be used only for activities that are in addition to those which would otherwise be available in the area in the absence of such funds.

SECTION 37 - COMPLAINTS

In order to address complaints relating to discrimination or a violation of any of the legal authorities cited in Section 4 of this Contract, the Board has adopted Methods of Administration approved by the U.S. Department of Health and Human Services and the U.S. Department of Labor establishing complaint processing procedures. The Contractor is responsible for adhering to the complaint processing provisions set forth in those Methods of Administration, as provided to the Contractor by the Board.

SECTION 38 - BONDING AND INSURANCE



~~The Contractor shall comply with the following bonding and insurance requirements regarding funding awarded under the terms of this Contract:~~

~~38.1 Contractor Bonding Requirements~~

~~In accordance with the terms of the Texas Workforce Commission's Adult Education and Literacy Service Provider Grant (TWC Contract No. 0518ALA000), Bonding Requirements are not applicable to Public Education Institutions.~~

~~38.2 Contractor Insurance Requirements~~

~~38.2.1 General and Professional Liability Insurance~~

~~Contractor shall maintain policies of general and professional liability insurance coverage from an insurer acceptable to the Board in order to insure Contractor and the Board against any and all claims for damages arising in connection with the Contractor's responsibilities or the responsibilities of Contractor's personnel under this agreement. Such insurance shall provide coverage in the amount of \$1,000,000.00 per claim and \$1,000,000.00 annual aggregate, or the amount required by the laws or regulations of the State of Texas, whichever is greater. Contractor will provide a Certificate of Insurance as evidence of this coverage and will notify the Board without delay in the event of policy cancellation during the term of this Contract.~~

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~~38.2.2 Fire and Extended Coverage Insurance~~

~~In addition, Contractor shall maintain fire and extended coverage insurance on all of its personal property, including removable trade fixtures and improvements, located in any property owned or leased by the Board. Contractor will provide a Certificate of Insurance as evidence of this coverage and will notify the Board without delay in the event of policy cancellation during the term of this Contract.~~

~~38.2.3 Public Liability and Property Damage Insurance~~

~~Contractor shall also maintain public liability and property damage insurance on all vehicles purchased or leased with funds awarded under the terms of this Contract. Such insurance must provide coverage in the amount of \$100,000 per occurrence, \$300,000 aggregate liability, and \$100,000 property damage per vehicle. Contractor will provide a Certificate of Insurance as evidence of this coverage and will notify the Board without delay in the event of policy cancellation during the term of this Contract.~~

~~38.2.4 Workers' Compensation Insurance~~

~~The Contractor and any of its Sub-Contractors, shall ensure that program participants who do qualify as "employees" are covered by Workers' Compensation insurance.~~

~~The Board shall not be liable to Contractor or to Contractor's agents, servants, employees, contractors, customers or invitees for any injury or damage to person or property caused in whole or in part, by any act, omission or neglect of Contractor, it's agents, servants, contractors, employees, or invitees.~~

~~If Contractor fails to maintain insurance as required above, the Board may, but shall not be obligated, to procure and maintain insurance and charge Contractor for the cost of such insurance.~~

~~The Contractor shall insure that all subcontractors will comply with the requirements of this Section 38.~~

SECTION 39 - GENERAL PROVISIONS

39.1 Employment Preference

In any program administered by the Contractor that was previously administered by the Board the Contractor shall ensure that preference in employment is given to Board or TWC employees who provided the same services in the local workforce development area.

39.2 Environmental Compliance

To the extent required by law, the Contractor will comply with applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.) and the Federal Water Pollution Control Act, as amended (233 U.S.C. §1251 et seq.).

39.3 Force Majeure

Except with respect to defaults of subcontractors, no liability or loss of rights hereunder shall result to either party from delay or failure in performance (including any failure by the Contractor to progress in the performance of the work) if such failure arises out of causes beyond the reasonable control and without the default or negligence of the party affected.

Such causes may include but are not limited to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, serious labor disputes, shortage of or inability to obtain material or equipment and unusually severe weather. In every case, however, the failure to perform must be beyond the control and without the fault or negligence of the party affected.

39.4 Rights to Appeal

39.4.1 Any sanctions or penalties imposed under any this Contract may be appealed pursuant to TWC rules.

39.4.2 For any disputes arising under this Contract not resulting in a sanction or penalty, Contractor may submit a Board decision to the Board for reconsideration within 15 days of the Board's initial decision. Contractor's request for reconsideration may include any additional evidence Contractor wishes the Board to consider. The Board will consider the request for reconsideration along with any additional evidence and issue a final decision in writing to Contractor within 30 days of receipt of the request for reconsideration.

39.4.3 If Contractor is not satisfied with the Board's final decision, Contractor may request that the Board enter into non-binding mediation to resolve the dispute in question. If the parties agree to mediate the dispute, the parties shall mutually agree on the selection of an independent mediator.

39.4.4 Contractor agrees that it will follow the procedures set forth in sections 39.4.1, 39.4.2 and 39.4.3 herein prior to pursuing any right or remedy which may be available at law or in equity in any court of competent jurisdiction.

39.4.5 Contractor further agrees that, pending the resolution of any dispute, Contractor shall proceed diligently with the performance of work, including the delivery of items and services in accordance with the Board's direction and the terms of this Contract.

39.5 Law of the Contract

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

39.6 Severability

If any of the provisions of this Contract shall contravene or be invalid under the laws of the United States or the State of Texas, such contravention or invalidity shall not invalidate the whole Contract, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and

the rights and obligations of the parties shall be construed and enforced accordingly and the Contractor and the Board shall endeavor to agree on a mutually acceptable alternative provision.

39.7 Order of Precedence

To the extent of any inconsistency between the provisions of clauses in the Contract, the Statement of Work, attachments, and other specifications or provisions that are a part of this Contract, the following order of precedence shall apply:

- First: All applicable Statutes and Regulations shall prevail over the Contract; then
- Second: Part A-General Contract Terms (excluding Statement of Work and any parts, and any other attachments to this contract; then

- Third: Part B – Line-Item Budget and Budget Back-Up; then
- Fourth: Part C – Statement of Work; then
- Fifth: Part D – Any other part attached or incorporated by reference to the Contract in the order so cited in the Table of Contents to the Contract; then finally,
- Finally: Other attachments of the Contract.

39.8 Notification

Any notice required by either party under any section of this Contract shall be by certified mail, addressed to the designated contact signatories, or other designee so designated in writing to the following address:

Board: Tarrant County Local Workforce Development Board
 1320 S. University Drive, Suite 600
 Fort Worth, Texas 76107-5780

Contractor: Arlington Independent School District
Dr. Marcelo Cavazos, Superintendent
1203 W. Pioneer Pkwy
Arlington, Tx. 76013
 With a copy to:
Arlington ISD Legal Office
1203 W. Pioneer Pkwy
Arlington, Tx. 76013

Section 40 - Other Conditions of The Award

The Contractor shall comply with the following provisions, to the extent that they are applicable to this award:

- 40.1 Copeland "Anti-Kickback" Act (18 U.S.C 874 and 40 U.S.C 276c), and as supplemented by Department of Labor regulations found at 29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States." This act is applicable to contracts and subgrants in excess of \$2,000 for construction and repair, and provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completions, or repair of public work, to give up any part of the compensation to which one is otherwise entitled. The recipient shall report all suspected or reported violations to the federal awarding agency.
- 40.2 Davis-Bacon Act, as amended (40 U.S.C 276a to a-7), and as supplemented by Department of Labor regulations found at 29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." This act is applicable to all construction contracts awarded by the recipients and subrecipients of more than \$2,000, and provides that contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once per week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the federal awarding agency.

- 40.3 Contract Work Hours and Safety Standards Act (40 U.S.C. Sec 327 - 333), and as supplemented by Department of Labor regulations (29 CFR Part 5). Where applicable, all contracts awarded by recipients in excess of \$2,000 for construction contracts, and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with sections 102 and 107 of the Act. Under section 102 of the act, each subcontractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of the 40 hour work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 40.4 Rights to Inventions Made under a Contract or Agreement - Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 40.5 Clean Air Act (42 U. S. C. Sec. 7401 et seq.) and the federal Water Pollution Control Act (33 U.S.C. Sec. 1251 et seq.) , as amended - Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollutions Control Act as amended. Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.
- 40.6 Equal Employment Opportunity – All contractors shall comply with E.O. 11246. "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60. "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 40.7 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient. See 29 CFR part 98.
- 40.8 Debarment and Suspension (E.O.'s 12549 and 12689) – No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.'s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding its exclusion status and that of its principal employees.
- 40.9 As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the grant applicant assures that it has the ability to comply fully with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:

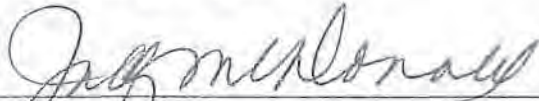
- 40.9.1 Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I – financially assisted program or activity;
- 40.9.2 Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
- 40.9.3 Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- 40.9.4 The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- 40.9.5 Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The grant applicant also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I-financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.


APPROVED:

**TARRANT COUNTY LOCAL WORKFORCE
DEVELOPMENT BOARD**

**ARLINGTON INDEPENDENT SCHOOL
DISTRICT**



Judy McDonald
Executive Director



Dr. Marcelo Cavazos
Superintendent

Date: 9-4-2020

Date: _____

PART B
LINE ITEM BUDGET

Workforce Solutions for Tarrant County AEL Grant

PY 20 Arlington ISD Budget

Sub-Contractor Name: Arlington ISD

(A) COST CATEGORY/LINE ITEM	(B) Program Management and Operations	(C) Education Services	(D) (B + C) Total Budget
I. PERSONNEL - 6100			
Salaries	150,970.00	64,802.00	215,772.00
Fringe Benefits @ _____ of Salaries	17,739.00	7,614.00	25,353.00
Pooled Staff Wages		262,863.00	262,863.00
Pooled Staff Fringe		23,658.00	23,658.00
Health Insurance	2,820.00	2,820.00	5,640.00
Personnel Subtotal	171,529.00	361,757.00	533,286.00
II. Professional and Contracted Services - 6200			
Professional Services		87,600.00	87,600.00
Partner Services			
Other Services			
PD Services			
Consultant Fees			
Consultant Travel			
Utilities			
Rent/Lease			
Professional and Contracted Services Subtotal	-	87,600.00	87,600.00
III. Supplies and Materials - 6300			
Office Supplies and Materials	1,000.00	12,000.00	13,000.00
Postage			
Printing	-		
Computer Hardware			
Testing Materials		2,000.00	2,000.00
Software Purchases			
Software Usage Fees			
Other - (Specify)			
Other - (Specify)			
Operations Subtotal	1,000.00	14,000.00	15,000.00
IV. Other Operating Expenses - 6400			
Telephone equipment			
Mobile Phone/Wireless Services			
Staff Mileage Reimbursement	1,000.00		1,000.00
Staff Travel	2,779.00	1,000.00	3,779.00
Indirect Costs	10,555.00		10,555.00
Other Operating Expenses Subtotal	14,334.00	1,000.00	15,334.00
GRAND TOTAL	186,863.00	464,357.00	651,220.00

**Workforce Solutions for Tarrant County AEL Grant
Fund Source Allocation Worksheet**

Sub-Contractor Name: Arlington ISD

Cost Category / Line Item	Management & Operations Funds Source Allocation					Education Services Fund Source Allocation				
	AEL Combined	EL Civics	WII	Perf Reserve	total	AEL Combined	EL Civics	WII	Perf Reserve	Total
I. PERSONNEL - 6100										
<i>Personnel Subtotal</i>	171,529.00				#	280,416.00	52,151.00	16,446.00	12,744.00	361,757.00
II. Professional and Contracted Services - 6200										
1 Student Training						55,200.00	32,400.00			
2 enter line item name										
3 enter line item name										
4 enter line item name										
5 enter line item name										
<i>Professional and Contracted Subtotal</i>	-	-	-	-	#	55,200.00	32,400.00	-	-	87,600.00
III. Supplies and Materials - 6300										
1 Supplies	920.00	80.00			#					
2 Materials						11,040.00	960.00			12,000.00
3 Testing Materials						1,840.00	160.00			2,000.00
4 enter line item name										
5 enter line item name										
<i>Operations Subtotal</i>	920.00	80.00	-	-	#	12,880.00	1,120.00	-	-	14,000.00
IV. Other Operating Expenses - 6400										
1 Staff Mileage	1,000.00				#					
2 Staff Travel/Conference Fees	2,779.00				#	1,000.00				1,000.00
3 Indirect Costs	10,555.00				#					
4 enter line item name										
5 enter line item name										
<i>Other Operating Expenses Subtotal</i>	14,334.00	-	-	-	#	1,000.00	-	-	-	1,000.00
TOTAL	186,783.00	80.00	-	-		349,496.00	85,671.00	16,446.00	12,744.00	464,357.00

**Workforce Solutions for Tarrant County AEL Grant
Fund Source Allocation Worksheet**

Sub-Contractor Name: Arlington ISD

Cost Category / Line Item	Management & Operations Funds Source Allocation					Education Services Fund Source Allocation				
	AEL Combined	EL Civics	WII	Perf Reserve	Total	AEL Combined	EL Civics	WII	Perf Reserve	Total
I. PERSONNEL - 6100										
Personnel Subtotal	171,529.00				#	280,416.00	52,151.00	16,446.00	12,744.00	361,757.00
II. Professional and Contracted Services - 6200										
1 Student Training						55,200.00	32,400.00			
2 enter line item name										
3 enter line item name										
4 enter line item name										
5 enter line item name										
Professional and Contracted Subtotal	-	-	-	-	#	55,200.00	32,400.00	-	-	87,600.00
III. Supplies and Materials - 6300										
1 Supplies	920.00	80.00			#					
2 Materials						11,040.00	960.00			12,000.00
3 Testing Materials						1,840.00	160.00			2,000.00
4 enter line item name										
5 enter line item name										
Operations Subtotal	920.00	80.00	-	-	#	12,880.00	1,120.00	-	-	14,000.00
IV. Other Operating Expenses - 6400										
1 Staff Mileage	1,000.00				#					
2 Staff Travel/Conference Fees	2,779.00				#	1,000.00				1,000.00
3 Indirect Costs	10,555.00				#					
4 enter line item name										
5 enter line item name										
Other Operating Expenses Subtotal	14,334.00	-	-	-	#	1,000.00	-	-	-	1,000.00
TOTAL	186,783.00	80.00	-	-		349,496.00	85,671.00	16,446.00	12,744.00	464,357.00



Salary Detail

Contractor Name: _____ Arlington ISD

(A) Category / Position Number	(B) Position Title	(C) Incumbent Last Name, First Initial	(D) Hourly Rate	(E) Number of Hours Per Week	(F) Number of Weeks	(H) = (D x E x F) Total Amount Charged to Contract
Program Management and Operations						
1	Grant/Program Manager	Kubiak, Heather				108,411.00
2	Program Clerk	Gandara, Gabriela				33,456.00
3	Data Clerk	Barron-Torres, Angelica				29,662.00
4	Fringe and Health Insurance included in amount					-
5						-
6						-
7						-
8						-
9						-
10						-
11						-
12						-
Program M & O Subtotal						171,529.00
Education Services						
1	Full Time Instructor-Fringe and Health Ins included	Blue, Karen				75,236.00
2	8 Pooled Teachers		25.00	7	44	61,600.00
3	8 Pooled Teachers		25.00	7	33	46,200.00
4	1 Pooled Teacher		25.00	7	40	7,000.00
5	4 Pooled Teachers		25.00	7	45	31,500.00
6	2 Pooled Teachers		25.00	7	37	12,950.00
7	1 Teacher		25.00	3.5	40	3,500.00
8	2 Pooled Teacher Facilitators		25.00	7	45	15,750.00
9	2 Pooled Teacher Facilitators		25.00	7	40	14,000.00
10	2 Contextualized Pooled Teachers	28 hours for 8 cohorts	25.00			11,200.00
11	2 Bridge/Transitions Pooled Teachers	17.5 hours for 8 cohorts	25.00			10,500.00
12	Orientation/Testing Pooled Staff	14 orientations/pre/post testing	25.00			42,100.00
13	35 Staff Members - Professional Development	15 hours each	12.50			6,563.00
14	Pooled Fringe					23,658.00
Education Services Subtotal						361,757.00
Total						533,286.00

**Tarrant County Workforce Development Board
Facility Cost Worksheet**

A. General Information

1. What facility are you proposing to charge the Board for?

Address: _____

Description: _____

2. Is this facility owned by your organization or leased?

Owned *a* Leased *a*

3. Will the Board funded Program be the only program operated in this facility?

Yes *a* No *a*

****If you marked that your organization leases this facility, please complete the section below.
If your organization owns this facility, further discussion with the Board will be needed.**

B. Leased Facilities Information

1. What is the total square footage of this facility?

How much of that will be used for this Board Program?

_____ sq. ft. - total facility

_____ sq. ft. - total used for Board Program

2. What is your organizations total monthly least cost for this facility?

\$ _____ per month

3. How much do you propose to charge the Board for using this facility?

\$ _____ per month

4. What services are included in the lease cost (ie janitorial, utilities, etc)?

5. How have you arrived at the amount to charge the Board?

6. Is there any other information about this facility or these charges you need to provide?

AEL Subcontract - Budget Narrative

Sub-Contractor Name: Arlington ISD

Category	Line Item	Description	Amount
----------	-----------	-------------	--------

Program Management and Operations

Sample		Describe what's budgeted in this line item. Show calculations, if applicable for how you arrived at the budget amount. Do this for each line where there's an amount budgeted.	1,234.56
Salaries		Clerk \$149,470+1500 Masters degree stipend=\$150,970	150,970.00
Fringe Benefits		11.75% X Salary	17,739.00
Health Insurance		Flat Amount	2,820.00
Office Supplies and Mater		AEFLA Federal 90% EL Civics 10%	1,000.00
Staff Mileage Reimburse		Grant Program Manager and Clerks - meetings, site visits, etc.	1,000.00
Staff Travel		Grant Program Manager - state meetings, conferences, etc.	2,779.00
Indirect Costs		2% of AEFLA Federal (\$527,753.00)	10,555.00

AEL Subcontract - Budget Narrative

Sub-Contractor Name: Arlington ISD

Category	Line Item Name	Description	Amount
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Education Services

Sample		Describe what's budgeted in this line item. Show calculations, if applicable for how you arrived at the budget amount. Do this for each line where there's an amount budgeted.	1,234.56
Salaries		Full Time Instructor \$61,802 + \$1500 Masters degree stipend + \$1500 Doctorate degree stipend = \$64,802	64,802.00
Health Insurance		Flat amount	2,820.00
Fringe Benefits		11.75% X Salary	7,614.00
Pooled Staff Wages		8 teachers 7 hours/week for 45 weeks at \$25/hour=\$61,600 8 teachers 7 hours/week for 33 weeks at \$25/hour=\$46,200 1 teacher 7 hours/week for 40 weeks at \$25/hour=\$7000 4 teachers for 7 hours/week for 45 weeks at \$25/hour=\$31,500 2 teachers for 7 hours/week for 37 weeks at \$25/hour=\$12,950 1 teacher for 3.5 hours/week for 40 weeks at \$25/hour=\$3500 2 teacher Facilitators for 7 hours/week for 45 weeks at \$25/hour=\$15,750 2 teacher Facilitators for 7 hours/week for 40 weeks at \$25/hour=\$14,000 2 contextualized teachers for 28 hours/cohort for 8 cohorts at \$25/hour=\$11,200 2 Bridge/Transitions teachers at 17.5 hours/cohort for 12 cohorts at \$25/hour= \$10,500 Orientation/Testing staff for 14 orientations and pre/post testing = \$42,100 35 staff members - professional development - 15 hours at \$12.50/hour=\$6563	262,863.00
Pooled Staff Fringe		Approximately 9% of wages	23,658.00
Professional Services		\$1200/student for 41 AEFLA and 27 EL Civics students' training provided by Stone Academy, Tarrant County College Corporate Services, Goodwill Industries, and other training providers that are on the AEL Vendor approved list at the Boards as they become available.	87,600.00

AEL Subcontract - Budget Narrative

Sub-Contractor Name: Arlington ISD

Category	Line Item Name	Description	Amount
<i>Education Services</i>			
	Testing Materials	CASAS - Allocation based on percentage of each fund source - AEFLA Federal 90% , EL Civics 10% HiSET Practice Tests - AEFLA Federal 100%	4,000.00
	Supplies and Materials	Curriculum for all classes, paper, folders, pens, pencils, etc. Allocation based on percentage of each fund source. AEFLA Federal 90% EL Civics 10%	12,000.00
	Staff Travel	Travel to state training events, conferences, etc.	1,000.00

PART C
STATEMENT OF WORK

Arlington ISD Adult Education and Literacy

Statement of Work

Program Design/Planning Summary

Arlington ISD Adult Education and Literacy is proposing to provide instruction and education services to 881 students in traditional ABE/ASE and ESL classes. Within the 881 student target, it will provide instruction to 41 students in Intensive Services, 42 students in EL Civics, 46 students in an IET, and 27 students in EL Civics/IET. In order to meet the numbers by the proposed dates, Arlington ISD AEL will plan to start ABE/ASE, ESL, remote classes began on July 13, 2020. Continuous managed enrollment will continue to be held at least once a month. Managed enrollment will continue to take place throughout the fall to ensure that 65% of the total student target is met by December 31, 2019. Students will be enrolled in IET's and IET/EL Civics as students are available to enroll in scheduled cohorts. Classes will continue through the end of June 2021. The managed enrollment will continue at least once a month throughout the rest of the year with the exception of June.

Arlington ISD AEL will use a one to two day orientation model in ABE/ASE and ESL classes to ensure that the students are aware of and are able to meet the requirements of the program. Students will complete a goal setting process that will allow both the teachers and students to assess if this is the correct program for them. While in a remote setting, testing will take place remotely with the students on an individual/small group basis and teachers have concluded that the students have the desire to meet all of the program requirements including postsecondary education, training, and/or employment obtainment/promotion. Staff are trained on resources annually and included in the orientation packet is specific information about consortium partners' available resources. Staff will also go over the enrollment form with students during orientation and will make note of any current assistance and/or potential

referrals for services. Personal identifiable information (PII), and testing will be kept in the DocuSign database and the CASAS TOPSpro database or in a locked file cabinet at 600 New York.

ABE/ASE and ESL classes will be offered in the morning and evening for a total of four to six hours per week. In the immediate, classes will only be offered remotely due to the COVID 19 health concerns.

When restrictions change based on state, county, city, and Arlington ISD policies, physical class sites will be added. Class sites will be primarily on the east side of central Arlington where there is the greatest population of lower income and non-English speakers. There will most likely be one site south of Interstate 20 and possibly one site north of Interstate 30 to accommodate those students who do not have the means to travel very far from their homes for class. Since Arlington does not have any form of public transportation, it is imperative that the ABE/ASE and ESL classes are located within the students' neighborhoods. Many class sites are Arlington ISD Title I campuses with large concentrations of students from low income families. The Title I distinction serves as an excellent indicator of the income and education level of the surrounding neighborhoods.

Synchronous remote classes will all be taught via Zoom with asynchronous learning via Texas Workforce Commission approved distance learning curriculum and classroom supplements. All physical class sites will offer ABE/ASE and ESL classes. ABE/ASE classes will be taught with a small teacher student ratio of approximately one to fifteen. Larger classes will have two co-teachers. Students will be given an individual Student Learning Plan based on baseline test scores so that they receive specific instruction in their deficient skills. Workplace skills will be incorporated each day through a short whole group lesson. Students will take a progress test after completing at least forty hours of class. The majority of the ESL classes will be single level with only a few being multi leveled with differing skill levels and goals. These classes will also cover workplace skills contextually though the acquisition of English language skills. Students will take a progress test after completing at least sixty hours of class. All assessments will be in compliance with the Texas Assessment Policy Guidelines and employ state approved assessments. All

teachers will incorporate the content standards in both planning and instruction. Teachers had mandatory professional development sessions in July where they went over course outlines and student plans.

Transitions and Healthcare Bridge classes will be offered as student demand dictates. The classes will specifically target higher level ASE and ESL students while addressing skills needed to be successful in postsecondary education and/or training programs within each industry. Additional emphasis will be placed on education and career goals, and high demand job clusters. Curriculum includes a skill inventory, resume building, and exposure to job training/post-secondary education options. Students will be referred to the Career Navigator and/or Workforce Solutions of Tarrant County (WSTC) as they investigate the pursuit of education/training and future employment. The Career Navigator will also interview students to inquire about their future educational and career goals. As warranted, students will be selected to attend an IET or IET/EL Civics. The Career Navigator will be responsible for vetting and tracking all students for the training programs. If additional support is needed, the Career Navigator will work with the Grant/Program Manager to add support through one on one tutoring, Bridge classes, etc. The relationship with Stone Academy, Tarrant County College Corporate Services, and other approved training providers will continue in order to offer students opportunities to training for Certified Nursing Assistant and other training services provided while also pursuing additional options for students.

All data and MGS achievements for students will be monitored and tracked through both our internal Google Docs system and TEAMS. Data will be delivered to the office within two weeks where it will be entered. Each site will then verify TEAMS against their own records and report any errors to the data entry staff. Google Docs will be used internally as a real time tool where student assessments and MSG achievements are entered. The Career Navigator will follow up with students who continue to postsecondary education and HSE teachers will follow up with students taking a HSE exam. These records will be delivered to the office where the data entry staff will enter/monitor matching results. This will also be verified by the site staff and/or Career Navigator. This system allows the teacher ongoing

access to the students' testing timeline since attendance is also entered into Google Docs. As students approach their progress tests, instructional pull outs will be used to further enhance deficient skills. The pull outs will be administered individually or in small groups by another teacher on site.

The Board AEL department will be notified of all new class listings through a class request. If a class is closed, the data entry staff will notify the Board AEL department so the end date can be entered in TEAMS. The Board AEL department will be sent an enrollment schedule as it is developed. Both a full class listing and enrollment schedule can be maintained on a shared drive as well. The AISD AEL office consisting of the Manager, Program Clerk, and Data Clerk will be responsible for updating and maintaining the class listings as changes/additions are made.

Regular collaboration with all consortium providers will continue so that all consortium students are offered and can take advantage of services provided. This will be done through provider and consortium meetings as well as emails with information regarding upcoming enrollments, IET's, and IET/EL Civics. The Career Navigator will also continue to refer students to the local Workforce office in order to enhance services offered and possibly take advantage of braided funding.

The likelihood of student employability will significantly increase with the inclusion of workplace skills in the ABE/ASE and ESL classes as well as student goal setting in terms of education and career. Students will be expected to update their goals often and at the very least after they take a progress test. Academy students will further investigate education and training opportunities leading to their desired career goals. By working with the Career Navigator and WSTC, these students will take the needed steps to increase their employability through education/training and/or obtain employment.

The implementation of the ABE/ASE, ESL, Academy, IET, and IET/EL Civics classes that emphasize workplace skills and increased employability support the mission and vision of WSTC. Specifically Arlington ISD AEL will enhance workforce improvement and the future workforce by improving the quality of existing, potential, and future workforce in Tarrant County to ensure a qualified talent pipeline. After participation in AEL classes, ESL and HSE students will be better prepared for work opportunities that offer the most advancement/economic gain and/or jobs that require a High School Equivalency certificate. Lastly, by introducing many non-English speaking students to the services offered by WSTC, the overall talent pool will be expanded with these previously untapped talent markets.

Program Objectives

Arlington ISD AEL will conduct a variety of outreach services to the local community. In July, efforts will be made to have students continue classes from June 2019. In August, emphasis will be placed on having a presence at Back to School activities throughout the school district in order to reach parents of Arlington ISD students who are either unemployed or underemployed and lack basic skills or are non-English speakers. As the class start dates near, class information will be distributed through flyers being sent home with students, information placed on school marquee and websites, meetings with school administration and counseling departments, and email blasts to specific school district departments such as Human Resources, Plant Services, and Food and Nutrition. Information will also be shared with WSTC in order for staff to refer their customers as well as local agencies as Arlington Housing Authority, Goodwill, United Way, and Salvation Army. Churches will also receive information about classes that can be shared with their congregations. Much of this outreach will continue throughout the program year as managed enrollments are scheduled.

Proposed outcomes will meet the Workforce Board, program, and state contracted performance objectives in two distinct ways. First, during the orientation process, students will be challenged to

evaluate whether they have the means and desire to participate in the program. Emphasis will be placed on any responsibilities the students might have that would prevent them from attending class regularly. These might include a lack of childcare, unreliable transportation, or work schedule. Students will also develop education and career goals while learning that the purpose of the program is to ultimately gain employment. If students do not desire eventual employment or have conflicting responsibilities of which WSTC is unable to assist, they can opt out of the program prior to actual enrollment and testing. The students who remain will have a full understanding of the program requirements and how it will assist them in meeting their goals. This knowledge and the continued emphasis placed on students' education and career goals will lead to greater student retention in the program.

Scheduled registrations will be scheduled at least once a month at a central site. These enrollments will be advertised throughout the community and a student interest list will be used to contact any students inquiring about classes between enrollments. The student list is maintained by the AISD AEL office. Potential students are added as they call or come to the office. Referrals from other students, teachers, and the call center are also added to the list. All potential students are contacted a few days prior to registration by the AISD AEL office.

Organization Capability/Demonstrated Effectiveness

During the past four years, Arlington ISD AEL has shown continual improvement in enrollment, retention, performance gains, and data entry. Since the 2015-16 program year, Arlington ISD AEL has entered its own data into TEAMS. An internal Google Doc has also been used for each class in order to track student attendance and testing.

Arlington ISD AEL's personnel is made up of four full time staff positions – AEL Grant Manager, Instructor, and Clerk. The AEL Grant Manager holds a Master of Education in Educational Leadership and Policy Studies, a Bachelor of Business Administration, and has twenty-four years of experience in education. She has been in this position since October 2014. Prior to that, she worked with Dropout Prevention for five years under two separate grant programs. Her previous years were spent as a high school Career and Technical Business Education teacher. The instructor holds a PhD in P16 Educational Leadership and Policy Studies, a Master of Education in Curriculum and Instruction, and a Bachelor of Science in Marine Biology. She has been in this position since November 2014. Prior to it, she worked at the community college level as an instructor and administrator for seven years and a junior high science teacher for six years. The Program Clerk holds a high school diploma with some college hours and has held this position since February 2020. Prior to this position, she served as a teacher facilitator assistant and interim program clerk for fifteen months before taking the Data Clerk position in October 2018. The Data Clerk holds an Associate Degree in Information Technology and has been in this position since April 2020. She has nine years clerical experience.

Part-time staff is made up of approximately forty teachers/substitutes and three teacher facilitator assistants. All teachers/substitutes hold at least a Bachelor degree and approximately 95% of them have a Texas teaching certificate. All of the teachers attend at least fifteen hours of professional development each year with the majority of the sessions being developed and taught by Arlington ISD AEL staff. Substitutes and teacher facilitator assistants attend a minimum of three hours of professional development each year dependent upon their role. Professional development sessions are continually developed to meet the specific needs of the Arlington ISD AEL program. This is based on data analysis, monitoring, and teacher self-reflection.

Financial Management/Cost Effectiveness

Arlington ISD ensures that costs incurred with grant funds are monitored and in alignment with district and grant guidelines, and are reasonable, necessary and allowable. The Adult Education and Literacy Manager, in concert with other district personnel, oversees the expenditures of all grant funds.

All grant expenses are accounted for through the use of an account code structure – designed to serve as both an efficient account coding framework and a basic management tool. The codes aid in controlling, recording, accumulating and reporting the activities of specific funds. The grant funds and expenses are restricted for the specified grant purpose, and utilize the modified accrual basis of accounting. Adult Basic Education – Federal, and EL Civics are all accounted for separately using grant fund codes.

The Division of Federal Fiscal Compliance and Reporting at the Texas Education Agency (TEA) reviews, approves, and negotiates indirect cost rates for local education agencies (LEA). The approved indirect cost rate allows the LEA to recover indirect costs incurred in the administration of grant funds. The TEA, as the cognizant agency has approved the 2020-21 school rates as follows:

- Indirect Cost Rate: 3.639%

Arlington ISD AEL has budgeted 2.000% of Adult Basic Education – Federal (\$527,753)

Arlington ISD has the fiscal capacity, personnel, and expertise to manage the grant program and project activities. The district has extensive experience in implementing and managing state and federal funding programs and consistently achieves proposed objectives on-time and within budget.

The Texas Education Code requires that all independent school districts file a complete set of financial statements within 150 days of the close of each fiscal year with the TEA. The financial statements must be presented in conformity with generally accepted accounting principles (GAAP), and must be audited by a firm of licensed certified public accountants in accordance with GAAP. According to the audits conducted which are an integral part of the audit performed in accordance with Government Auditing Standards in considering internal control and compliance, AISD is in compliance with all financial requirements.

In previous fiscal years, Arlington ISD administered almost \$53 million in state and federal grant awards. Systems and procedures are in place for: making decisions, implementing services, establishing the grant budget, monitoring expenditures, on-going project evaluation and grant management. The financial management of the program includes the Executive Director of Finance, the Director of Finance, the Grants Accountant, and the Adult Education and Literacy Manager. An effective grant project includes establishing and maintaining clear and efficient processes. Communication is open and frequent in order to provide the best services to adult education students.

Management of the District has established a comprehensive internal control framework that is designed both to protect the District's assets from loss, misuse, or theft, and to compile sufficient reliable information for the preparation of the District's financial statements in conformity with GAAP. Because the cost of internal controls should not outweigh their benefits, the District's comprehensive framework of internal controls has been designed to provide reasonable assurance rather than absolute assurance that the financial statements will be free from material misstatement. Most of the District's basic services are reported in governmental funds. These funds use modified accrual accounting (an accounting method that measures the receipt and disbursement of cash and all other financial assets that can be readily converted to cash) and report balances that are available for future spending.

PART D
CONTRACT ATTACHMENTS

CERTIFICATIONS

Lobbying

This certification is required by the Federal Regulations, implementing Section 1352 of the Program Fraud and Civil Remedies Act, Title 31 U.S. Code, for the Department of Agriculture (7 CFR Part 3018), Department of Labor (29 CFR Part 93), Department of Education (34 CFR Part 82), Department of Health and Human Services (45 CFR Part 93).

The undersigned certifies that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant award, grant, loan or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant award, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grant awards, sub-grants, and grant awards under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

Debarment, Suspension, and Other Responsibility Matters

This certification is required by the Federal Regulations, implementing Executive Order 12549, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Part 85), Department of Health and Human Services (45 CFR Part 76).

The undersigned certifies that neither it nor its principals:

- (1) Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or Agency.
- (2) Have not within a three-year period preceding this grant award been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or grant award under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in Paragraph (2) of this certification; and,
- (4) Have not within a three-year period preceding this grant award had one or more public transactions terminated for cause or default.

Prohibition Against Employment of Undocumented Workers

The undersigned certifies that it does not knowingly employ an undocumented worker, as defined by Texas Government Code 2264.001(4).

- The undersigned certifies that it shall establish and implement reasonable internal program management procedures sufficient to ensure its compliance with Texas Government Code 2264-051.
- The undersigned certifies that it will enter into a written Agreement with its subcontractors with or having an interest in the programs provided by this grant award regarding the unlawful employment of undocumented workers and of the penalties that the subcontractors will incur if convicted of the unlawful employment of undocumented workers.

Drug-Free Workplace

This certification is required by the Federal Regulations, implementing Sections 5151-5160 of the Drug-Free Workplace Act, 41 U.S.C. 701; for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Part 85), and Department of Health and Human Services (45 CFR Part 76).

The undersigned certifies that it shall provide a drug-free workplace by:

- (a) Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;
- (b) Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the Board's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug abuse violations in the workplace;
- (c) Providing each employee with a copy of the policy statement;
- (d) Notifying the employees in the policy statement that as a condition of employment under this grant award, employees shall abide by the terms of the policy statement and notifying the employer in writing within five days after any conviction for a violation by the employee of a criminal drug statute in the workplace;
- (e) Notifying the Agency within ten days of receipt of a notice of a conviction of an employee; and,

- (f) Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or requiring such employee to participate in a drug abuse assistance or rehabilitation program.

Certification

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

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

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

The person signing this grant award on behalf of the awardee hereby warrants that he/she has been fully authorized to execute this grant award on behalf of the awardee and to legally bind the awardee to all the terms, performances and provisions herein set forth.

Signature Date 

Dr. Marcelo Cavazos, Superintendent
Typed or Printed Name and Title of Authorized Representative

Arlington Independent School District
Organization

1203 W. Pioneer Parkway
Address

Arlington, Tx. 76013
City, State, Zip Code

Arlington Independent School District Board of Trustees Communication


Meeting Date: September 17, 2020	Discussion Item
Subject: Racial and Social Equity Update	

Purpose:

Provide an update on the district's plan to address Racial and Social Equity.

Background:

Earlier this summer, the Arlington ISD committed to examining our culture as it relates to racial and social equity. On June 12, the Board of Trustees passed a resolution on this topic. Since then, we have developed a framework for that examination to begin.

Submitted to: Board of Trustees Arlington Independent School District	Submitted by: 
	Prepared by: Dr. A. Tracie Brown
	Date: August 27, 2020

Arlington Independent School District Board of Trustees Communication

Meeting Date:	September 17, 2020	Discussion Item
Subject:	TASB Board Policy Update 115	

Purpose:


The purpose is to provide an overview of the TASB-initiated localized updates in Policy Update 115 affecting the following legal and local policies for discussion:

UPDATE 115 POLICIES

AF	(LEGAL)	CCGA	(LEGAL)	CY	(LEGAL)	DP	(LEGAL)	ELA	(LEGAL)	FFEA	(LEGAL)
AIA	(LEGAL)	CCGB	(LEGAL)	D	(LEGAL)	EEL	(LEGAL)	F	(LEGAL)	FFEB	(LEGAL)
AIB	(LEGAL)	CCH	(LEGAL)	DAA	(LEGAL)	EHAA	(LEGAL)	FB	(LEGAL)	FFG	(LEGAL)
AIC	(LEGAL)	CFA	(LEGAL)	DBAA	(LEGAL)	EHB	(LEGAL)	FB	(LOCAL)	FFG	(LOCAL)
BBA	(LEGAL)	CFC	(LEGAL)	DC	(LEGAL)	EHBA	(LEGAL)	FB	(EXHIBIT)	FFG	(EXHIBIT)
BBBB	(LEGAL)	CKA	(LEGAL)	DED	(LOCAL)	EHBAB	(LEGAL)	FD	(LOCAL)	FFH	(LEGAL)
BBD	(LEGAL)	CKE	(LEGAL)	DF	(LEGAL)	EHBE	(LEGAL)	FDB	(LEGAL)	FFH	(LOCAL)
BDF	(LEGAL)	CKEA	(LEGAL)	DHC	(LEGAL)	EHBG	(LEGAL)	FEA	(LEGAL)	FFH	(EXHIBIT)
BF	(LOCAL)	CMD	(LEGAL)	DHE	(LEGAL)	EHBJ	(LEGAL)	FEB	(LEGAL)	FM	(LEGAL)
BQ	(LEGAL)	CO	(LEGAL)	DHE	(EXHIBIT)	EHDD	(LEGAL)	FEB	(LOCAL)	FMF	(LOCAL)
BQA	(LEGAL)	CQ	(LEGAL)	DIA	(LEGAL)	EI	(LEGAL)	FFAC	(LEGAL)	FNG	(LOCAL)
BQB	(LEGAL)	CQA	(LEGAL)	DIA	(LOCAL)	EI	(LOCAL)	FFAE	(LEGAL)	GBAA	(EXHIBIT)
CBB	(LEGAL)	CQB	(LEGAL)	DIA	(EXHIBIT)	EIF	(LEGAL)	FFB	(LEGAL)	GF	(LOCAL)
CCA	(LEGAL)	CRE	(LEGAL)	DMA	(LEGAL)	EKB	(LEGAL)	FFC	(LEGAL)	GKA	(LEGAL)
CCG	(LEGAL)	CS	(LEGAL)	DMD	(LOCAL)	EKC	(LEGAL)	FFE	(LEGAL)		

Background:

The Texas Association of School Boards submitted Update 115, which contains recommended revisions to LOCAL policies and changes in the LEGAL policies. Appropriate staff, including general counsel and the Board Governance Committee have reviewed the policies with administration.

<p>Submitted to:</p> <p>Board of Trustees Arlington Independent School District</p>	<p>Submitted by: </p> <hr/> <p>Prepared by: Dr. Michael Hill</p> <p>Date: August 24, 2020</p>
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