|  |  |
| --- | --- |
| **NAME OF DONOR/INVESTMENT PARTNER** |  |

|  |  |
| --- | --- |
| **INVESTMENT PARTNER DONATION AMOUNT** | |
| **DONATION** | $ |

The donor identified above pledges the Partner Donation which will entitle the Board to access state matching Child Care and Development Funds (CCDF) for the Child Care Investments Partnership (CCIP) program. The Partner Donation may also be used by the Texas Workforce Commission (TWC) to draw down additional federal funds (should additional federal matching funds be made available to Texas). The Partner Donation will be matched by CCDF in the form of a grant by TWC. The Partner Donations will be used for the provision of allowable CCIP child care quality improvement services or activities in the following local workforce development area(s) (workforce area): (name of workforce area(s)).

All parties understand and agree that this agreement is contingent upon acceptance of this agreement in an open meeting by a majority of TWC’s three-member Commission (Commission).

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

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

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

|  | **INVESTMENT PARTNER/DONOR** | **LOCAL WORKFORCE DEVELOPMENT BOARD** |
| --- | --- | --- |
| Signature |  |  |
| Printed Name |  |  |
| Title |  |  |
| E-mail Address (optional) |  |  |

GENERAL AGREEMENT TERMS

# SECTION 1: Legal Authority

In the State of Texas, TWC is designated as the lead agency for the administration of Child Care and Development Fund (CCDF) funds available under Title VI of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (42 United States Code (USC) §9801 et seq.).

Pursuant to federal regulations (45 Code of Federal Regulations (CFR) Parts 98 and 99), TWC is the CCDF lead agency for Texas and the entity designated to accept donated funds from any private entity. As such, the terms of this agreement are contingent upon the certification of private donations (if applicable) by TWC, and the final acceptance of this agreement in an open meeting by a majority of TWC’s three-member Commission.

# SECTION 2: For donations from a private entity to TWC, the donor, by executing this agreement, certifies that pursuant to Labor Code §301.021(b)–(d) and Texas Government Code §575.005:

1. the donor is not party to an administrative proceeding before the Commission.
   1. Under Texas Government Code §575.005, “administrative proceeding” means a “contested case” as defined by Texas Government Code §2001.003, that is, “a proceeding, including a ratemaking or licensing proceeding, in which the legal rights, duties, or privileges of a party are to be determined by a state agency after an opportunity for adjudicative hearing.”
   2. Before accepting this agreement, TWC will verify whether the private entity donor is party to an administrative proceeding before the Commission. If the private entity donor is, or becomes a party to, an administrative proceeding before the Commission before the Commission’s acceptance of this agreement, Texas Labor Code §301.021(b) and Texas Government Code §575.005 prohibit the Commission from accepting this agreement until the 30th calendar day after the date that the decision in the proceeding becomes final under Texas Government Code §2001.144.
2. If the donor is a for-profit entity, the donor does not currently:
3. have a contract with TWC for services or products of a value of $50,000.00 or greater; or

(ii) have a bid in response to a request for proposal for such contract before TWC.

This condition does not apply to a contract or bid that relates only to providing child care services.

1. Upon execution of this agreement, the donor understands that pursuant to Texas Labor Code §301.021(d), the donor shall not enter into a contract with TWC or submit a bid in response to a request for proposal issued by TWC before the first anniversary of the date on which TWC accepted a donation from the donor, unless the contract or bid relates only to providing child care services.

# SECTION 3: The donor agrees as follows:

1. Cash donations remitted by the donor must be made payable to the “Texas Workforce Commission” and submitted to TWC.
2. To keep and make available to TWC or the Board upon request, records adequate to show that the donated funds put forth in this agreement are eligible for matching purposes. The records shall be retained and made accessible for the longer of: 1) the period specified by the Board’s record retention policies for such records, 2) seven years after the end date of this agreement, or 3) until the completion and resolution of all issues that arise from any litigation, claim, negotiation, audit, or other action that began during and was ongoing as of the end of the normal retention period.

# SECTION 4: The Board and the donor agree as follows:

1. That performance under this agreement is contingent upon the certification of private donations (if applicable) and the final acceptance of this agreement in an open meeting by a majority of TWC’s three-member Commission.
2. donations from private entities:
3. are donated without any restriction that would require their use for a specific individual, organization, facility, or institution.
4. do not revert to the donor’s facility or use;
5. are not used to match other federal funds;
6. shall be certified both by the donor and by TWC;
7. shall be subject to the audit requirements in 45 CFR §98.65; and
8. shall be subject to federal reporting; entities shall provide to the Board and TWC, upon request, data needed for federal reporting purposes.
9. That the Board will administer the Partner Donation in accordance with the CCIP project approved by TWC, including quarterly reporting of grant activities and expenditures to both TWC and the Donor Partner.
10. To comply with federal regulations in 45 CFR §98.55, relating to matching fund requirements, and 45 CFR §98.56, relating to restrictions on the use of funds.
11. If federal, state, or local laws, or other requirements are amended or judicially interpreted so as to render continued fulfillment of this agreement, on the part of any of the parties, substantially unreasonable or impossible, and if the parties should be unable to agree upon any amendment that would therefore be needed to enable the substantial continuation of the services contemplated herein, the parties shall be discharged from any further obligations created under the terms of this agreement, except for the equitable settlement of the respective accrued interests or obligations incurred up to the date of termination.

CHILD CARE INVESTMENTS PARTNER DONATION INFORMATION

# BOARD INFORMATION:

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

# DONOR INFORMATION:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Donor Name: | | | | |
| Donor Address: |  | | | |
| Type of Entity: | |  | | |
| Name of Fiscal Agent (if applicable): | | | | |
| Vendor ID Number or Federal Employer ID Number of Donor or Donor’s Fiscal Agent: | | | | |
| Donor Contact Name: | | | Phone: | Fax: |
| E-mail Address: | | | | |

# ORIGINATING AGREEMENT INFORMATION:

|  |  |  |
| --- | --- | --- |
| Pledged Investment Partner Donation  (from Private Entity)  Amount: $ |  | |
| The donor voluntarily agrees and allows that that the Investment Partner Donations may be used to secure additional federal match funds. Additional federal match funds will be used at the discretion of the Commission (Check if agree.) | | Agree |
| Program Number: | |  |
| Did a Board Member assist in securing this investment partner agreement?  YES  NO | | |
| * If yes, Name of Board Member: |  | |
| * How did the Board Member assist? | | |

# D. USE OF FUNDS DESCRIPTION:

The planned use of funds, including planned amounts, is described below. Use of funds must be in compliance with the state’s CCDF State Plan in effect for the contract period.

1. Cash Contributions: The description below addresses the Board’s planned use of local funds resulting from donation agreements.

|  |  |  |
| --- | --- | --- |
| Fund Use | | Planned Local ($) |
| Child Care Quality Improvement | The funds will be used for quality improvement activities allowable under the application guidelines and the final CCIP grant.  Source of Local Funds: | $ |
| Administration and Operations | The funds will be used for administration and operations in accordance with applicable federal regulations and TWC policies. | $ |
| TOTAL | Total planned funds resulting from donations | $ |

# Please check planned activity (or activities) that will be funded:

|  |  |
| --- | --- |
| **Allowable Activities** | Check Planned Activity |
| **Child Care Apprenticeship -** Develop an Early Childhood Apprenticeship Program or Pre-Apprenticeship Program; funds could be used to assist with program development, to pay for the classroom training, or to support stipends for apprentices. |  |
| **Home-based Child Care -** Invest in home-based child care providers -- this could include professional development, access to grants/materials, business infrastructure for administrative functions, building or supporting a Family Child Care Network, or investing to improve the quality of care provided in Family Child Care settings. |  |
| **Public-private Prekindergarten Partnerships -** Develop pre-k partnerships – this could include funding temporary staff or contracting with an entity to assist in the development of partnerships, the provision of targeted coaching to help programs become “partnership ready”, outreach to school districts, and more. |  |
| **Business Support for child care programs–** consider strategies that support business needs of child care providers, which could include the support or expansion of a Shared Services Alliance, assistance with tax preparation, or business mentoring |  |
| **Child Care Worker Wage Supplementation or Stipends** – Consider projects that incentivize retention, training or education. |  |
| **Emergency** **Response/Recovery** – which may include social emotional supports to child care staff or children or grants to programs who have increased expenses and reduced income due to disaster emergencies. |  |
| **Program Capacity Expansion** – funding materials and resources to open new child care facilities or classrooms, as long as funds do not revert to the donor’s facility or use. |  |
| **Research Studies that support child care quality improvement** – funding locally targeted studies, which may include local needs assessments, supply/demand analysis, or cost of quality studies. |  |
| **Other Strategic Quality Improvement Activities** (subject to approval by TWC)– Boards may submit applications for other quality improvement activities that support the strategic advancement of quality improvement efforts, subject to review and approval by the Agency. |  |

JOINT CERTIFICATION OF FUNDS

DONATED TO THE TEXAS WORKFORCE COMMISSION

FROM PRIVATE SOURCES

**Name of Donor:**

The Donor named above contributes funds in the amount of $       to TWC to be used as state matching funds to draw down available federal matching funds as authorized in CCDF regulations at 45 CFR §98.55(e)(2).

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

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

**DONOR’S CERTIFICATION**

Signature of authorized agent: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed name of authorized agent:

Title of authorized agent:

**TWC’S CERTIFICATION**

Signature of authorized agent: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed name of authorized agent: Reagan Miller

Title of authorized agent: Director, Child Care & Early Learning Division

* Please call the Board’s assigned contract manager if you have questions. An individual may receive and review information that TWC collects by sending an e-mail to [open.records@twc.state.tx.us](mailto:open.records@twc.state.tx.us) or writing to TWC Open Records Unit, 101 East 15th Street, Room 266, Austin, Texas 78778-0001.