

STATE OF TEXAS

\*

**COMPTROLLER OF PUBLIC ACCOUNTS  
GRANT AGREEMENT – [Tex. Gov’t Code §  
403.355 and Tex. Educ. Code § 134.005]**

COUNTY OF TRAVIS

\*

GRANT CONTRACT # \_\_\_\_\_

**Recitals**

**Whereas**, the Comptroller of Public Accounts and Grantee wish to enter into a Grant Agreement (Agreement) to provide Grantee with Jobs and Education for Texans (JET) funds to be utilized for the purposes of the JET Program (Program) according to law and Comptroller’s Rules regarding administration of the Program; and

**Whereas**, House Bill No. 3 and House Bill No. 1935, 81<sup>st</sup> Texas Legislature, Regular Session (2009), enacted the Jobs and Education for Texans (JET) Program, a new program offering grant funding opportunities for programs that meet the requirements of the JET Program to develop, support, or expand programs of nonprofit organizations that prepare low-income students for careers in high-demand occupations; and

**Whereas**, Chapter 403, Sections 403.354 and 403.355, Texas Government Code; and Chapter 134, Sections 134.004 and 134.005, Texas Education Code, authorize the Comptroller to award JET funds to nonprofit organizations, and to administer the new Program; and

**Whereas**, proposed Comptroller Rules for administration of the JET Program, located at 34 Texas Administrative Code (TAC), Chapter 8, authorize the Comptroller to publish a Notice of Availability of grants and to make awards of grants under the terms of the Program and this Grant Agreement; and

**Whereas**, on [-----] passed a resolution authorizing execution of this Agreement, and under this Agreement, Grantee shall fully comply with all terms, conditions, requirements, and other requirements of the JET Program and this Grant Agreement, as more fully set forth in Attachment A; and

**Whereas**, Comptroller agrees to pay to the Grantee in return for the compliance and utilization of the Grant funds as set forth in Attachment A, the total amount not to exceed [---.00], as more fully detailed in Attachment B, of this Agreement; and

**Whereas**, the foregoing grant amount shall be utilized by Grantee solely for the purposes of the JET Program and as stated in Comptroller’s Rules regarding same, in addition to requirements provided by Comptroller under this Agreement.

**Now, Therefore**, in consideration of all of the foregoing, the parties hereby agree as follows:

**I. Parties**

This Grant Agreement (“Agreement”) is made and entered into by the following parties:

**The Agency:** Comptroller of Public Accounts, (“Agency” or “Grantor”)  
Educational Opportunities & Investments Division  
Jobs and Education for Texans (JET) Program  
LBJ State Office Building  
111 E. 17<sup>th</sup> Street, Room #510  
Austin, Texas 78774

**The Grantee:** [-----] (“Grantee”)  
Address

**II. Authority**

This Grant Agreement (Agreement) is entered into pursuant to House Bill No. 3 and House Bill No. 1935, 81<sup>st</sup> Texas Legislature, Regular Session (2009); and Chapter 403, Sections 403.354 and 403.355, Texas Government Code; and Chapter 134, Sections 134.004 and 134.005, Texas Education Code. Funding of this grant is provided by the Comptroller of Public Accounts.

### **III. Services**

Grantee shall utilize the grant funds solely for the purposes authorized by the JET Program and Comptroller and shall maintain full compliance with all terms and conditions described in the Rules, Grant Application, Grant Instructions and Attachment A to this Agreement, which is attached hereto and incorporated herein for all purposes. In addition, Grantee shall fully comply with all provisions of this Agreement and with Agency directives, throughout the term of this Agreement.

Grantee shall retain full control over the personnel, equipment, supplies, and other items Grantee selects as necessary to comply with the terms of this Grant and as described in Attachment A. This Agreement does not involve proprietary rights or intellectual property issues.

Grantee shall submit such records, information, and reports in such form and at such times as may be required by Agency; Agency shall electronically transmit a spreadsheet to each Grantee for use by Grantee in transmitting reports. Grantee shall use best efforts to obtain survey documents from all participants at program entry, as specified in Attachments B and E. Grantee shall ensure that reports are submitted to Agency in a secure manner.

Grant funds must be used in compliance with the terms of the Agreement for the purposes designated in the Agreement or will be subject to refund by the Grantee, disqualification from receiving further funds from the Agency under this Agreement or any other available legal remedies. If deemed appropriate, the Grantee may also be referred to another department or agency including, but not limited to, the Attorney General's Office, the Comptroller's Criminal Investigation Division, or the Comptroller's Internal Audit Department.

JET Grant funds shall be expended for authorized activities or uses, including any funds expended under subcontracts. JET funds shall not be used for the purpose of funding political, lobby, or religious activities such as sectarian worship, instruction, or proselytization. This provision, however, shall not be interpreted to prohibit Grantee from subcontracting for goods or services with any religious institution or entity.

Grantee shall provide Agency with advance written notice of any and all substitutions or changes of key personnel assigned to this grant project. Comptroller reserves full discretion and authority to approve any and all such personnel substitutions or changes, including their replacements.

Grantee shall provide Agency with advance written notice of any and all changes of providers or amounts of any matching funds. Comptroller reserves full discretion and authority to approve any such changes.

### **IV. Payments**

Total payments to Grantee under this Agreement shall not exceed [\$-----00]. Grantee's disbursements shall be made pursuant to the disbursement schedule outlined in Attachment B and in the manner prescribed therein, which is attached hereto and incorporated herein for all purposes. No other amounts shall be paid. No indirect costs are allowed.

### **V. Inspection, Monitoring and Records**

Grantee shall permit Agency to inspect and shall make available to Agency for inspection any and all pertinent records, files, information and other written material pertaining to the operation of programs and expenditure of funds under this Agreement. This information includes, but is not limited to, all information maintained by Grantee or any of its agents, employees or other parties. Grantee shall maintain, keep and preserve at its principal office all such records for a period of four years after the final submission of invoices or reports, whichever event occurs last, and make the same available to Agency or Agency's representative, and other state or federal agencies for auditing or other purposes authorized by applicable federal or state law or guidelines. Agency may also carry out monitoring and evaluation activities to ensure Grantee's compliance with the Program that is the subject of this Agreement and to make available copies of all financial audits and related management letters of Grantee, if any, as required under any applicable federal or state law or guidelines. Grantee shall also comply with the inspection, monitoring and records requirements described in Attachment B.

### **VI. Termination**

Agency, as Grantor, may terminate this Agreement by delivering written notice of the termination to Grantee at least thirty (30) days prior to the effective date of termination specified in the notice.

Upon receipt of notice of termination from Agency, Grantee shall immediately cease to submit requests for grant disbursement and shall cancel, withdraw or otherwise terminate any outstanding orders or commitments under this

Agreement as of the effective date of such termination and shall otherwise cease to incur any costs; Agency shall have no liability whatsoever for any costs incurred after such termination date.

Grantee is responsible to Grantor for any final reports due to Grantor at termination.

## **VII. Indemnification**

This is a Grant Agreement and both parties hereby agree that neither party shall indemnify the other in the execution or performance of this Agreement.

## **VIII. Subcontracting**

Grantee may not sub-grant or subcontract for the purposes of this Agreement, unless authorized in writing in advance by Agency or done pursuant to Attachment D.

## **IX. Amendments**

This Agreement may only be amended upon the written agreement of the parties by executing an amendment to this Agreement; however, Agency may unilaterally amend this Agreement as provided in Paragraph XVIII.

## **X. Incorporation of Attachments; Incorporation by Reference**

All of the following attachments are attached hereto and incorporated into this Agreement for all purposes:

<b>Attachment A:</b>	<b>Scope of Service and Statement of Requisite Performance</b>
<b>Attachment B:</b>	<b>Manner of Disbursements and Reporting, Monitoring and Records</b>
<b>Attachment C:</b>	<b>Statement Authorizing Disclosure of Data for Research Purposes</b>
<b>Attachment D:</b>	<b>Subcontracting Provisions</b>
<b>Attachment E:</b>	<b>Chart of Accounts; and</b>
<b>Attachment F:</b>	<b>Survey of Participants</b>

All applicable rules, regulations and all other requirements imposed by law, including, but not limited to, those pertinent rules and regulations of Comptroller and the State of Texas, are incorporated into this Agreement by reference as if specifically written herein.

Also incorporated are the Grant Application, Grant Instructions and the list of training programs in high-demand occupations as determined by the Comptroller. In the event of a conflict, the following shall control in the following order of precedence: This Grant Agreement, with all attachments A-F, as set forth above; followed by Comptroller's Notice of Availability & Request for Applications; followed by Comptroller's Grant Instructions and Requirements; followed by the Application and information therein.

## **XI. Funding**

Agency's performance of its obligations under this Agreement is contingent upon and subject to availability of and actual receipt by Agency of sufficient and adequate funds from the sources contemplated by this Agreement. This Agreement is subject to immediate cancellation or termination, without penalty to Agency or the JET Advisory Board (Board) or the State of Texas, subject to the availability and receipt of these funds. In addition, Agency's authority and appropriations are subject to the actions of the Texas Legislature. If Agency becomes subject to a legislative change, revocation of statutory authority or lack of funds that would render the services to be provided under this Agreement impossible or unnecessary, Agency may terminate this Agreement without penalty to Agency or the State of Texas. In the event of a termination or cancellation under this Paragraph, Agency shall not be required to give notice and shall not be liable for damages or losses caused or associated with such termination or cancellation.

## **XII. Term of Agreement**

The term of this Agreement shall begin on the date executed by or on behalf of the Comptroller and be effective up to twenty-four (24) months after the effective date or expenditure of all funds and submission of all requisite reporting forms, whichever occurs first, unless terminated earlier in accordance with other provisions of this Agreement. The provisions of the following shall survive the termination or expiration of this Agreement: Paragraphs V, VII, XV, XVI, XVII; Sections 19.2, 19.3, 19.6; and Attachments B, C, and F.

### **XIII. Force Majeure**

Except as otherwise provided, neither Grantee nor Agency shall be liable to the other for any delay in, or failure of performance of any requirement contained in this Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, terrorist attacks, fires, explosions, earthquakes, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing with proof of receipt within three (3) business days of the existence of such force majeure or otherwise waive this right as a defense.

### **XIV. Assignment**

Grantee shall not transfer or assign any rights or duties under or any interest in this Agreement. Grantee shall not delegate its responsibilities or duties under the terms of this Agreement.

### **XV. Property Rights**

For the purposes of this Agreement, both parties agree that this Agreement does not involve intellectual property rights.

### **XVI. Severability Clause**

In the event that any provision of this Agreement is later determined to be invalid, void, or unenforceable, then the remaining provisions of this Agreement shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

### **XVII. Dispute Resolution Process**

Chapter 2260 of the Texas Government Code (“Chapter 2260”) prescribes dispute resolution processes for certain breach of contract claims applicable to certain contracts for goods and services. As required by Chapter 2260, Agency has adopted rules under Chapter 2260, codified at 34 Texas Administrative Code §§1.360 – 1.387, and may adopt revisions to these rules throughout the term of this Agreement, including any extensions. Grantee shall comply with such rules.

The dispute resolution process provided for in Chapter 2260 of the Government Code shall be used, as further described herein, by Agency and Grantee to attempt to resolve any claim for breach of contract made by Grantee under this Agreement:

- (A) Grantee’s claim for breach of this Agreement that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260. To initiate the process, Grantee shall submit written notice, as required by Chapter 2260, to the Deputy Comptroller or his designee. Said notice shall also be given to all other representatives of Agency and Grantee otherwise entitled to notice under this Agreement. Compliance by Grantee with Chapter 2260 is a condition precedent to the filing of a contested case proceeding under Chapter 2260.
- (B) The contested case process provided in Chapter 2260 is Grantee’s sole and exclusive process for seeking a remedy for an alleged breach of contract by Agency if the parties are unable to resolve their disputes under subparagraph (A) of this Section.
- (C) Compliance with the contested case process provided in Chapter 2260 is a condition precedent to seeking consent to sue from the Legislature under Chapter 107, Civ. Prac. and Rem. Code. Neither the execution of this Agreement by Agency nor any other conduct of any representative of Agency relating to this Agreement shall be considered a waiver of sovereign immunity to suit.

For all other specific breach of contract claims or disputes under this Agreement, the following shall apply:

Should a dispute arise out of this Agreement, Agency and Grantee shall first attempt to resolve it through direct discussions in a spirit of mutual cooperation. If the parties’ attempts to resolve their disagreements through negotiations fail, the dispute will be mediated by a mutually acceptable third party to be chosen by Agency and Grantee within fifteen (15) days after written notice by one of them demanding mediation under this Section. Grantee and Agency shall pay all costs of the mediation equally. By mutual agreement, Agency and Grantee may use a non-binding form of dispute resolution other than mediation. The purpose of this Section is to reasonably ensure that Agency and Grantee shall in good faith utilize mediation or another non-binding dispute resolution

process before pursuing litigation. Agency's participation in or the results of any mediation or another non-binding dispute resolution process under this Section or the provisions of this Section shall not be construed as a waiver by Agency of (1) any rights, privileges, defenses, remedies or immunities available to Agency as an agency of the State of Texas or otherwise available to Agency; (2) Agency's termination rights; or (3) other termination provisions or expiration dates of this Agreement.

## **XVIII. Applicable Law and Conforming Amendments**

Grantee shall comply with all laws, regulations, requirements and guidelines applicable to a Grantee providing services to the State of Texas, as these laws, regulations, requirements and guidelines currently exist and as they are amended throughout the term of this Agreement. Agency reserves the right, in its sole discretion, to unilaterally amend this Agreement prior to award and throughout the term of this Agreement to incorporate any modifications necessary for Agency's or Grantee's compliance with all applicable state and federal laws, regulations, requirements and guidelines. Other than this provision, this Agreement may only be amended by the written agreement of the parties.

## **XIX. Additional Provisions**

### **19.1 Time Limits**

Time is of the essence in the performance of this Agreement and accordingly all time limits shall be strictly construed and rigidly enforced.

### **19.2 No Waiver**

This Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Agency as an agency of the State of Texas or otherwise available to Agency. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to Agency under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. Agency does not waive any privileges, rights, defenses, or immunities available to Agency as an agency of the State of Texas, or otherwise available to Agency, by entering into this Agreement or by its conduct prior to or subsequent to entering into this Agreement. **The modification of any privileges, rights, defenses, remedies, or immunities available to Agency must be in writing, must reference this section, and must be signed by Agency to be effective, and such modification of any privileges, rights, defenses, remedies, or immunities available to Agency shall not constitute waiver of any subsequent privileges, rights, defenses, remedies, or immunities under this Agreement or under applicable law.**

### **19.3 No Liability upon Termination**

If this Agreement is terminated for any reason, Comptroller, the Board, the Agency, and the State of Texas shall not be liable for any damages, claims, losses, expenses, costs or any other amounts of any kind whatsoever arising from or related to any such termination.

### **19.4 Limitation on Authority; No Other Obligations**

Grantee shall have no authority to act for or on behalf of Agency or the State of Texas except as expressly provided for in this Agreement; no other authority, power, use, or joint enterprise is granted or implied. Grantee may not incur any debts, obligations, expenses or liabilities of any kind on behalf of Agency.

### **19.5 No Other Benefits**

Grantee shall have no exclusive rights or benefits other than those set forth herein.

### **19.6 Supporting Documents; Right to Audit; Independent Audits**

Grantee shall maintain and retain supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with applicable Agency and State of Texas requirements. Grantee shall maintain all such documents and other records relating to this Agreement and the State's property for a period of four (4) years after the date of submission of the final invoices or reports or until a resolution of all billing questions, whichever is later. Grantee shall make available on demand all information related to the State's property or funds, such as work papers, reports, books, data, files, software, records, participant surveys, and other supporting documents pertaining to this Agreement, for purposes of inspecting, monitoring, auditing, or evaluating by Agency, the State of Texas or their authorized representatives. Grantee shall cooperate with auditors and other authorized Agency and State of Texas representatives and shall provide them with

prompt access to all of such State's property as requested by Agency or the State of Texas. By example and not as exclusion to other breaches or failures, Grantee's failure to comply with this Section shall constitute a material breach of this Agreement and shall authorize Agency to immediately assess the liquidated damages for such failure. Agency may require, at Grantee's sole cost and expense, independent audits by a qualified certified public accounting firm of Grantee's books and records or the State's property. The independent auditor shall provide Agency with a copy of such audit at the same time it is provided to Grantee. Agency retains the right to issue a request for proposals for the services of an independent certified public accounting firm under this Agreement.

In addition to and without limitation on the other audit provisions of this Agreement, pursuant to Section 2262.003, Tex. Gov't Code, the state auditor may conduct an audit or investigation of the Grantee or any other entity or person receiving funds from the state directly under this Agreement or indirectly through a subcontract under this Agreement. The acceptance of funds by the Grantee or any other entity or person directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the Grantee or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. This Agreement may be amended unilaterally by the Comptroller to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.003. Under procedures provided by the state auditor on September 5, 2003, in addition to the above, (1) the Grantee understands that the acceptance of funds under this Agreement acts as acceptance of the authority of the state auditor to conduct an audit or investigation in connection with those funds; (2) the Grantee further agrees to cooperate fully with the state auditor in the conduct of the audit or investigation, including providing all records requested; (3) the Grantee shall ensure that this paragraph concerning the authority to audit funds received indirectly by subgrantees through the Grantee and the requirement to cooperate is included in any subcontract it awards; and (4) the state auditor shall at any time have access to and the right to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of the Grantee relating to this Agreement.

#### **XX. Signatories**

The undersigned signatories represent and warrant that they have full authority to enter into this Agreement on behalf of the respective parties.

#### **XXI. Merger**

This Agreement contains the entire agreement between the parties relating to the rights granted and the obligations assumed in it. Any oral representations or modifications concerning this Agreement shall be of no force or effect unless contained in a subsequent writing, signed by both parties.

**AGENCY:**  
Comptroller of Public Accounts

**GRANTEE:**  
[     ] ]

By: \_\_\_\_\_  
Martin A. Hubert  
Deputy Comptroller

By: \_\_\_\_\_  
Name of Signatory  
Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## ATTACHMENT A

### SCOPE OF SERVICE AND STATEMENT OF REQUISITE PERFORMANCE

- A. Grantee shall perform all of the following, as described in this Attachment A, or as otherwise required by this Agreement, ("Services"). These grant requirements include, but are not limited to, the performance of all requirements of the Grant, compliance with all provisions of this Agreement, and other items necessary for compliance with this Agreement. Grantee shall adhere to all Grant requirements and shall review and implement Agency and Board recommendations, as Agency adopts them from time to time, so that the Grant funds may be expended efficiently and effectively for the purposes intended. Grantee shall meet with Agency at such times as Agency may request to discuss the progress of Services and any other matters that may arise in regard to this Agreement.
- B. Grantee shall:
1. Comply fully with all provisions of the Grant Application as submitted by Grantee and the Request for Applications (RFA) and Grant Instructions issued for this Grant. Grantee shall update its application information to ensure accurate, complete, and fully updated information is provided;
  2. Expend matching funds in accordance with the grant application and proportionately to JET funds expended unless an exception is made in writing by the Agency. Notwithstanding the foregoing provision, Grantee may amend budget line items, but such amendments may not exceed ten percent (10%) or \$5,000.00 per line item, whichever amount is less, without the prior written approval of the Agency.
  3. Comply fully with the provisions of this Agreement, including Attachments A-F, which are incorporated by reference into this Agreement for all purposes;
  4. Expend grant funds in full compliance with the JET Program purposes, including assisting low-income students in preparing for, applying to and enrolling in public junior colleges or public technical institutes that meet the requirements of Education Code § 134.005 and Government Code § 403.355 and prepare them for careers in high-demand occupations as designated by the Comptroller and by other Comptroller directives, in accordance with Attachments A and B of this Agreement, and by:
    - Determining ongoing income eligibility of participants;
    - Monitoring participants to confirm that they are not also receiving JET scholarship funds; and
    - Confirming that participants meet residency requirements, i.e. Texas resident and citizen or permanent legal resident of the United States;
  5. Comply fully with all Comptroller and Board Administrative Rules for the JET Program nonprofit organization grants, as adopted and as amended, as well as all applicable state laws, rules and regulations, including the Uniform Grant Management Standards Act (UGMS), Office of the Governor;
  6. Obtain and maintain release forms for all participants and beneficiaries of JET funds and facilitate collection of data for the Comptroller under the study and other exemption provisions of the Family Educational Rights and Privacy Act (FERPA), as specified in Attachment C of this Agreement;
  7. Prepare and submit initial progress report no later than thirty (30) days after the date of the first disbursement. Thereafter, prepare and submit required Progress Reports in a format designated by the Comptroller by the 45th calendar day following the end of each quarter based on the state's fiscal year beginning September 1 and ending August 31, with the final report due 60 calendar days after the grant ending date. The reports may be submitted via e-mail to [JETgrants@cpa.state.tx.us](mailto:JETgrants@cpa.state.tx.us) in an encrypted format or as mutually agreed upon by Agency and Grantee. Reporting requirements are subject to change; and
  8. Grantee shall use best efforts to achieve eighty percent (80%) completion rate of participant surveys within thirty (30) days of participant entry into the program.

## ATTACHMENT B

### MANNER OF DISBURSEMENTS AND REPORTING, MONITORING AND RECORDS

- A. Subject to Comptroller's discretion, grant amounts of \$100,000.00 or less will be disbursed within 30 days of contract signing. Remaining amounts of grants of more than \$100,000.00 will, subject to Comptroller's discretion, be disbursed at evenly at 90-day intervals thereafter over the life of the grant, provided Grantee submits complete and satisfactory quarterly statistical and financial reports as required by Comptroller.
- B. Grantee shall immediately notify Agency in the event that its 501(c)(3) status is revoked by the Internal Revenue Service. Further, Agency shall discontinue payments to Grantee immediately upon notice that Grantee's status has been revoked.
- C. Prior to any disbursements under this Agreement, Grantee shall provide the following:
1. Proof of eligible matching funds (such as award or commitment letters from providers of matching funds);
  2. Proof of tax exemption from federal income taxation under Section 501(a) Internal Revenue Code of 1986 as an organization described by Section 501(c)(3) of that code;
  3. Audited financial statements (if available) and most recent unaudited financial statements. Grantee shall provide Agency with future audit reports as they are completed;
  4. Business or strategic plan describing the organization's specific short-term and long-term goals and how the organization plans to accomplish those goals;
  5. Resumes of key personnel;
  6. Confirmation that the organization is governed by a board or other governing structure that includes recognized leaders of broad-based community organizations and members of the local business community including a listing of the board members;
  7. Satisfactory demonstration that the organization's program has achieved or will achieve success among program participants in the following areas, to the extent applicable to the type of program the organization provides:
    - Above average completion of developmental education among participating public junior college or public technical institute students;
    - Above average persistence rates among participating public junior college or public technical institute students; and
    - Above average certificate or degree completion rates by participating students within a three-year period compared to demographically comparable public junior college and public technical institute students; and
  8. Three business or community references and three former program participant references.
- D. Agency reserves the right, in its sole discretion, to withhold payment of grant funds for which Grantee does not submit documentation acceptable to Agency. Grantee shall submit initial and quarterly statistical and financial statements for funds. Grantee shall submit performance reports as required by this Attachment, including, but not limited to:
1. Demographic and financial information as described in Attachment A of the Grant Instructions on participants in an Excel format or other media as required by Comptroller;
  2. Retention rates, earnings gains and placement rates;
  3. Releases from participants to allow Comptroller to track employment, education and income information; and
  4. Any additional information required under this Agreement.
- E. Grantee shall expend funds in accordance with Attachment E of this Agreement.
- F. Failure to achieve performance measures could result in early termination of the grant or affect subsequent disbursements or future awards.

G. Agency reserves the right, in its sole discretion, to authorize revisions to budgeted amounts to provide for flexibility within budget categories. Agency must give prior approval of all such revisions through its execution of a written amendment to this Agreement.

SAMPLE

## ATTACHMENT C

### **STATEMENT AUTHORIZING DISCLOSURE OF DATA FOR RESEARCH PURPOSES**

The Comptroller's office will compile information related to program participants related to income levels, college attendance, coursework, educational costs and grades. Organizations receiving JET grant funds must obtain the following release from all recipients of JET funds allowing the Comptroller to obtain past and future employment and educational data for each participant to gauge the effectiveness of this Program. These releases must be obtained from each individual recipient of JET funds prior to his/her receipt of any JET funding, and the requisite information must be provided to the Comptroller's office with the first reporting documents under Attachment B and prior to receiving additional funds under this Program. The required release is attached as follows:

AUTHORIZATION FOR RELEASE OF INFORMATION by the Nonprofit Organization to the Comptroller of Public Accounts.

SAMPLE



AUTHORIZATION FOR RELEASE OF INFORMATION by the Nonprofit Organization to the Comptroller of Public Accounts

I hereby authorize \_\_\_\_\_ to release all requested information including, but not limited to, job search, job readiness, job retention, case management, counseling, education or training provided by your organization or a public junior college or public technical institute, and/or supportive services necessary for education, employment and/or training to any official representative of the Comptroller of Public Accounts' office for the purpose of assisting me in the Jobs and Education for Texans' (JET) Program. This information will be strictly provided to the Comptroller's office.

As a participant in the JET Program (Program), I authorize you to provide the requested information to the Comptroller's office as I have been advised that any information requested and provided will be used only for the official purposes of the Program and for research to determine the effectiveness of the Program. This information may be disclosed to third parties as necessary in accordance with applicable laws and regulations in fulfillment of official responsibilities. I release any individual or organization from any and all liability for actual or alleged damages to me as a result of good faith compliance with this authorization. I understand that this authorization to release information is voluntary, but failure to provide all or part of the information may result in a lack of consideration or further consideration for JET funds.

**I certify that I have not, am not and will not be receiving benefits from other JET funded resources while enrolled in this program. I understand that if I am found to be receiving other JET funded resources, I will immediately become ineligible for further assistance through the JET Program and may be required to repay a portion or all of the JET funds that I received or that were paid on my behalf.**

I may revoke this authorization, in writing, at any time except to the extent that action has already been taken to comply with it. Written revocation is effective upon receipt by the Comptroller's office at Comptroller of Public Accounts, Educational Opportunities and Investments Division, Jobs and Education for Texans (JET) Program, LBJ State Office Building, 111 E. 17th Street, Room 510, Austin, Texas 78774. I understand this authorization form will remain in effect until I revoke it in writing. Revoking this authorization will not affect any action taken prior to receipt of my written request.

I certify that this request has been made freely, voluntarily and without coercion and that the information given below is accurate and complete to the best of my knowledge. I understand that I will receive a copy of this form after I sign it.

JET Participant's Name (Printed): \_\_\_\_\_  
(First, M.I., Last)

JET Participant's Social Security No.: \_\_\_\_\_

JET Participant's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## ATTACHMENT D

### SUBCONTRACTING PROVISIONS

Grantee, if subcontracting any of its performance hereunder, shall legally bind subgrantees or subcontractors to perform and make such subgrantees or subcontractors subject to all the duties, requirements, and obligations of Grantee under this Agreement. Grantee shall be jointly and severally liable for all performances under this Agreement, including, but not limited to, the performance of its subgrantees or subcontractors to the extent permitted under the Constitution and laws of the State of Texas.

Grantee represents and warrants that it has obtained all necessary permits, licenses, easements, waivers and permissions of whatsoever kind required for its performance and the performance of its subgrantees or subcontractors under this Agreement. In no event shall any provision of this Paragraph, including, but not limited to, the requirement that Grantee obtain the prior approval of Agency on Grantee's proposed subcontracts, be construed as relieving Grantee of the responsibility for ensuring that all services rendered under any subcontracts comply with all the terms and provisions of this Agreement as if they were rendered by Grantee. If requested by the Comptroller and/or Staff of Comptroller, Grantee shall furnish Agency with copies of all proposed subcontracts and all proposed amendments, assignments, cancellations or terminations of said subcontracts no later than thirty (30) days subsequent to the request.

Grantee must request pre-approval in writing from the Comptroller of all subcontracts that exceed 10% or more of the total grant funds awarded under this Agreement. Comptroller shall have 60 days from receipt of notification from Grantee of subgrantees or subcontractors to disapprove their use by Grantee if funds granted by Comptroller under this Agreement will be used to pay all or part of the cost of the services rendered.

Notification may be in the form of an email addressed to [JETgrants@cpa.state.tx.us](mailto:JETgrants@cpa.state.tx.us). The 60 day period does not start until Grantee receives written confirmation from Comptroller of receipt of such notification.

## ATTACHMENT E

### **JET Launchpad Grant Funds** **Chart of Accounts**

#### **5000 Tuition**

Amounts paid to colleges and universities for tuition to enroll participants in JET-approved educational or certification courses related to high-demand occupations. Includes costs of college hours or certification courses. Tuition does not include room and board, books, or fees. Refunded tuition or refunds for dropped courses for tuition paid by JET funds should be netted against these expenses.

#### **5100 Course Textbooks**

Purchase of textbooks for participants related to attendance at colleges and universities while enrolled in JET-approved educational or certification courses related to high-demand occupations. Refunds for returned or sold textbooks paid for by JET funds should be netted against these expenses.

#### **5200 Fees**

**5201 Registration Fees** related to participant attendance at colleges and universities to enroll participants in JET-approved educational or certification courses related to high-demand occupations. Examples include lab fees, computer fees, or other fees required to attend the course. It does not include tuition, room and board, purchase of computers, books, or transportation.

**5202 Testing Fees** related to attendance at colleges and universities to enroll participants in JET-approved educational or certification courses related to high-demand occupations or certification testing fees.

**5203 Certification Fees** related to obtaining course completion certificate. Any refunded fees paid by JET funds should be netted against the expenses in the appropriate accounts.

#### **5300 Childcare**

JET funds may only be used to pay childcare expenses necessary for the participant to attend a college or university while enrolled in JET-approved educational or certification courses related to high-demand occupations and only during the hours the participant is attending the course. Such expenditures should be limited and only paid when critical to the participant's successful participation in the program. Only childcare for the participant's dependent children living with the participant will be paid. Childcare expenses funded by the JET grant are limited to no more than \$20 per day or \$200 per month for a participant. Only services provided by licensed day-care providers are eligible for funding by JET. Expenses must be supported by signed and dated receipts from a licensed day-care provider. Childcare expenses not covered by JET funds may be eligible for funding by matching fund providers.

#### **5400 Transportation**

JET funds may only be used to pay transportation expenses necessary for the participant to attend a college or university while enrolled in JET-approved educational or certification courses related to high-demand occupations. Includes mass transit expenses such as bus or rail only. Funds may not be used to purchase automobiles for participants or to fund repairs to participant automobiles. Transportation expenses should be limited and only paid when critical to the participant's successful participation in the program.

#### **5600 Tutoring**

Funds expended to provide tutoring directly to participants as needed for successful completion of university or college educational or certification courses funded by JET. Tutoring expenses must be tracked at the participant level, including:

- name of tutor,
- name of participant,
- date of tutoring,
- hours of tutoring,
- hourly billing rate, and

- description of tutoring services provided.

### **5700 Training and Seminars**

JET funds may only be used to fund participant training courses or seminars directly related to successful completion of university or college educational or certification courses funded by JET. The organization must obtain a signed form from the community college attended by the participant confirming that the training or seminar is required or directly related to successful completion of the degree or certificate program. The form must be retained as support documentation for the payment for the training or seminar. The JET grant funds may not be used to pay for participant travel. Training and Seminar expenses for non-participants cannot be paid with JET funds.

### **5800 Supplies**

Only supplies provided directly to the participant related to successful completion of university or college educational or certification courses can be funded by JET. Examples would be uniforms, participant school supplies (pencils, notebooks, etc.), or welding rods. A maximum of \$50 for supplies per participant is allowed for the life of the grant unless pre-approval is obtained in writing from the Comptroller's office for amounts that exceed the \$50 limit.

### **5900 Counseling**

Counseling expenses may be funded by JET when necessary for the successful completion of university or college educational or certification courses funded by JET. Counseling expenses are limited to \$1,000 per participant for the life of the grant. JET funds may only be used to paid counselors if the individual providing the counseling is licensed or certified by the state of Texas to provide such services. Counseling expenses must be tracked at the participant level, including:

- name of counselor,
- name of participant,
- date of counseling,
- hours of counseling,
- hourly billing rate, and
- description of counseling services provided.

(JET funds may only be used to fund participants' academic counseling, financial counseling, or career counseling.)

ATTACHMENT F

SURVEY OF PARTICIPANTS

Jobs and Education for Texans Survey

[Exit this survey](#)

1. About You

This brief survey is a tool to help the state better serve students and improve future financial aid programs. Your forthright answers will help us determine what is working and what isn't.

Data from the survey will not be used in determining whether you get additional aid. Thank you for your participation.

1. Your name:

Your name:

2. Name of school:

Name of school:

3. If you are receiving assistance through a non-profit organization to attend school, please provide the organization's name:

If you are receiving assistance through a non-profit organization to attend school, please provide the organization's name:

4. Gender:

Gender: Male

Female

5. Marital status:

Marital status: Single

Married

Divorced

Widowed

6. Education level completed:

Education level completed: Less than High School

High School, no diploma

High School Diploma

Attended college, no degree

- Bachelor's degree
- Graduate/Professional

**7. Race:**

- Race: White
- Asian
- African American
- Hispanic
- Other

**8. Your annual income:**

- Your annual income: Less than \$20,000
- \$20,000-\$30,000
- \$30,001-\$40,000
- \$40,001-\$50,000
- More than \$50,000

**9. Are you a parent?**

- Are you a parent? No
- Yes

If yes, please specify number of children and ages:

**10. Living arrangements:**

- Living arrangements: Living at home with both parents
- Living at home with one parent
- Living at home with a grandparent
- Living on my own
- I am the primary caretaker for a parent or grandparent
- I am the primary caretaker for a child.

**11. Military service: Have you or a family member served in the military?**

- Military service: Have you or a family member served in the military? No
- Yes

If yes, please specify whether it was you or a family member who served and in which branch:

**12. Military deployment: Where did you or a family member serve?**

- Military deployment: Where did you or a family member serve? In the United States
- Iraq
- Afghanistan
- Other (please specify)

**13. Employment:**

- Employment: I am working part-time as I attend school\*
- I am working full-time (40 hours a week) as I attend school
- I am working more than one job as I attend school
- I am not working as I attend school

\* If you are working part-time, please specify the number of hours per week:

**14. Job history:**

- Job history: I have never been employed
- I have only been employed part-time
- I have been employed full-time.\*

\*If you have been employed full-time, please indicate for how many years:

**15. Before I entered this program:**

Before I entered this program: I was employed as a:

My pay per hour was:

**16. After completing this education program:**

After completing this education program: I hope to be employed as a:

**17. I could have stayed in school without this financial aid.**

- I could have stayed in school without this financial aid. Yes
- No

**18. Completing this education program will allow me to: (select as many as that apply)**

- Completing this education program will allow me to: (select as many as that apply) Get a better job
- Have a career in my chosen field
- Pursue more education
- Other (please specify)

**19. Why did you apply for this aid?**

Why did you apply for this aid?

**20. This assistance will help me in my field of study:**

- This assistance will help me in my field of study: Computer & information science
- Engineering technologies
- Science technologies
- Construction trades
- Mechanical & repair technologies
- Health professions
- Other (please specify)

**21. How would this financial aid help you the most?**

Please rank, from 1 to 8, the expenses that are most important to your continued pursuit of an education. One is most important. Eight is least important.

	Most important (1)	2	3	4	5	6	7	Least important (8)
<b>Books</b>	<input type="checkbox"/> How would this financial aid help you the most? Please rank, from 1 to 8, the expenses that are most important to your continued pursuit of an education. One is most important. Eight is least important. Books Most important (1)	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5	<input type="checkbox"/> 6	<input type="checkbox"/> 7	<input type="checkbox"/> Least important (8)
<b>Childcare</b>	<input type="checkbox"/> Childcare Most	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5	<input type="checkbox"/> 6	<input type="checkbox"/> 7	<input type="checkbox"/> Least important

	Most important (1)	2	3	4	5	6	7	Least important (8)
	important (1)							important (8)
<b>Fees</b>	<input type="checkbox"/> Fees Most important (1)	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5	<input type="checkbox"/> 6	<input type="checkbox"/> 7	<input type="checkbox"/> Least important (8)
<b>Transportation</b>	<input type="checkbox"/> Transportation Most important (1)	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5	<input type="checkbox"/> 6	<input type="checkbox"/> 7	<input type="checkbox"/> Least important (8)
<b>Training Courses</b>	<input type="checkbox"/> Training Courses Most important (1)	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5	<input type="checkbox"/> 6	<input type="checkbox"/> 7	<input type="checkbox"/> Least important (8)
<b>Tuition</b>	<input type="checkbox"/> Tuition Most important (1)	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5	<input type="checkbox"/> 6	<input type="checkbox"/> 7	<input type="checkbox"/> Least important (8)
<b>Tutoring</b>	<input type="checkbox"/> Tutoring Most important (1)	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5	<input type="checkbox"/> 6	<input type="checkbox"/> 7	<input type="checkbox"/> Least important (8)

**22. What other expenses should be included in future financial aid?**

What other expenses should be included in future financial aid?

**23. Where would those expenses rank among the eight items mentioned above?**

Where would those expenses rank among the eight items mentioned above?

**24. What are your goals after you complete your education?**

What are your goals after you complete your education?

**25. What is the biggest hurdle to you getting an education or training for the career you want? How are you overcoming it?**

What is the biggest hurdle to you getting an education or training for the career you want? How are you overcoming it?

**26. My name and contact information may be given to the Texas Comptroller of Public Accounts, which provides money for this program, for follow-up.**

My name and contact information may be given to the Texas Comptroller of Public Accounts, which provides money for this program, for follow-up. Yes

No

**27. If yes to the question above, please give your:**

If yes to the question above, please give your: E-mail

Phone

Done

SAMPLE