

REQUEST FOR APPLICATIONS TEXAS HIGHER EDUCATION COORDINATING BOARD

RFA No.781-18-20109

2018-2019

2018 College Readiness and Success Models for 60x30TX (CRSM-2018)

NOTICE OF INTENT: May 11, 2018 at 5:00 PM C.T.

INQUIRY DEADLINE: May 25, 2018 at 5:00 PM C.T.

APPLICATION DEADLINE: June 8, 2018 at 5:00 PM C.T.

TABLE OF CONTENTS

1	OVER	VIEW OF FUNDING OPPORTUNITY	4
	1.1	PROGRAM TITLE	4
	1.2	SYNOPSIS OF PROGRAM	4
	1.3	PROGRAM AUTHORITY	4
	1.4	POINT OF CONTACT	5
	1.5	DEFINITIONS	5
2	AWA	RD SUMMARY	5
	2.1	MAXIMUM NUMBER OF AWARDS ANTICIPATED AND MAXIMUM AWARD AMOUNT	5
	2.2	GRANT PERIOD	5
	2.3	APPLICATION TIMELINE	5
3	ELIGII	BILITY INFORMATION	6
	3.1	ELIGIBLE APPLICANT	6
	3.2	COST SHARING OR MATCHING REQUIREMENTS	6
	3.3	STUDENT ELIGIBILITY	6
	3.4	NOTICE OF INTENT GUIDELINES	6
	3.3	MAXIMUM NUMBER OF SUBMISSIONS BY APPLICANT	7
4	APPLI	CATION SUBMISSION	7
5	INQU	IRIES	7
6	PROG	RAM BACKGROUND	7
7	ELIGII	BLE PROJECTS	8
	7.1	PRIORITY PROJECTS	8
8	PROJI	ECT REQUIREMENTS	8
	8.1	ELIGIBLE PROJECT DIRECTORS	
	8.2	COREQUISITE MODELS	8
	8.3	PROJECT LENGTH	9
	8.4	FUNDING RESTRICTION	9
	8.5	ALLOWABLE COSTS AND RESTRICTIONS	9
9	SELEC	TION CRITERIA AND SCORING OF APPLICATIONS1	0
	9.1	QUALITIES OF A STRONG APPLICATION	0
	9.2	SCORING RUBRIC	0
10	APPLI	CATION FORMAT AND CONTENT1	1

	10.1	APPLICATION FORMAT	11
	10.2	COVER PAGE	11
	10.3	PROJECT NARRATIVE	11
	10.4	TIMELINE	12
	10.5	BUDGET	12
	10.6	PROJECTED FUNDING BASED ON COMPLETIONS	13
	10.7	PERFORMANCE MEASURES AND OUTCOMES	13
	10.8	ATTACHMENT	13
11	PROV	ISIONS AND ASSURANCES	13
	11.1	COST OF APPLICATION PREPARATION	13
	11.2	APPLICATION DELIVERY AND LATE APPLICATIONS	14
	11.3	CONFLICT OF INTEREST	14
	11.4	CONTRACTTEXAS1234!	14
	11.5	PAYMENT TERMS	15
	11.6	GRANT EXTENSION	15
	11.7	PROPRIETARY INFORMATION	15
	11.8	RELEASE OF INFORMATION BY AWARDED APPLICANT	15
	11.9	RELEASE OF APPLICATION INFORMATION BY THECB	16
	11.10	AMENDMENT AND TERMINATION	17
	11.11	NOTICE	18
	11.12	ASSIGNMENT OR SUBCONTRACTING	18
	11.13	LIABILITY AND INDEMNIFICATION	18
	11.14	INSURANCE	20
	11.15	OWNERSHIP OF WORK	21
	11.16	CONFLICTING RFA LANGUAGE	21
	11.17	INSPECTIONS/SITE VISITS	21
	11.18	AUDIT AND ACCESS TO RECORDS	21
	11.19	ACCOUNTING SYSTEM	22
	11.20	NON-APPROPRIATION OF FUNDS	22
	11.21	REPORTING REQUIREMENTS	23
	11.22	STATE FISCAL COMPLIANCE GUIDELINES	23
	11.23	APPLICABLE LAW AND VENUE	23
	11.24	APPLICANT RESPONSIBILITIES	23
	11.25	KEY PERSONNEL	23

11.26 ELIGIBILITY/AUTHORIZATION TO WORK IN THE UNITED STATES	24
11.27 SUPPLANTING PROHIBITIION	24
11.28 CARRYOVER FUNDS	24
11.29 TIME AND EFFORT RECORDKEEPING	24
11.30 FORMS, ASSURANCES, AND REPORTS	24
11.31 AFFIRMATION CLAUSES	24
11.32 FORCE MAJEURE	25
11.33 DISPUTE RESOLUTION	25
11.34 SEVERABILITY AND STRICT PERFORMANCE	25
APPENDIX A: CALENDAR OF EVENTS	26
APPENDIX B: DEFINITIONS	27
APPENDIX C: FUNDING AUTHORITIES	
TEXAS EDUCATION CODE	
RIDER 33	29
APPENDIX D: COVER PAGE	30
APPENDIX E: PROPOSED Budget Form (Initial and projected)	31
APPENDIX F: COMPLETION FUNDING TERMS	32
AY1	32
AY2	33
APPENDIX G: Completion Funding Calculation Worksheet	34
AY1	34
AY2	35
APPENDIX H: Performance Measures and Outcomes	36
ADDENINIV I. SCODING DIIDDIC	27

2018 COLLEGE READINESS AND SUCCESS MODELS FOR 60X30TX (CRSM-2018)

1 OVERVIEW OF FUNDING OPPORTUNITY

1.1 PROGRAM TITLE

2018 College Readiness and Success Models for 60x30TX (CRSM-2018)

1.2 SYNOPSIS OF PROGRAM

The Division for College Readiness and Success (CRS) at the Texas Higher Education Coordinating Board (THECB) supports and coordinates activities and initiatives that focus on the relationship between public and higher education, the success of students in higher education, and the promotion of a college-going, career-ready culture in Texas. The division fosters access, preparation, participation, and completion of a higher education credential of value for all people who reside in Texas.

The purpose of the 2018 College Readiness and Success Models for 60x30TX (CRSM-2018) Request for Applications (RFA) is to award "funding based on completions" grants that support scaling and enhancing comprehensive strategies and activities to accomplish the priorities of the agency for achieving the goals and targets of the state's higher education strategic plan, 60x30TX.

Moreover, the 85th Texas Legislature passed House Bill (HB) 2223, which requires all Texas public institutions of higher education to develop and implement corequisite models and ensure that a certain percentage of their students enrolled in developmental education be specifically enrolled in such models. In order to support colleges as they develop and implement corequisite models required by HB 2223, this grant request seeks applications from interested institutions of higher education at various stages of development and scaling in preparation for the first phase, effective fall 2018.

THECB encourages applications from eligible institutions with a wide range of engagement with corequisite models. We expect Awarded Applicants with various levels of experience to use the funds for supporting the development, enhancement, and scaling of corequisite models as required by HB 2223.

Application must include evidence of the current or anticipated impact of the corequisite model(s) at the Applicant's respective institution.

- **1.2.1** Applicants with experience delivering corequisite models should include outcomes data as evidence of impact, as well as outline how additional funding will support their internal scaling efforts.
- **1.2.2** Applicants with no or limited experience with delivery of corequisite models should include narrative as well as any data related to acceleration of students through reduction(s) of developmental education levels and/or time, as well as describe their proposed corequisite model(s) and basis for selection of the model(s).

1.3 PROGRAM AUTHORITY

The statutory authority for the College Readiness and Success Models for 60x30TX is found in Texas Education Code, Section 61.0762(a)(5), Programs to Enhance Student Success; Rider 33, Developmental Education (85th Texas Legislature, Regular Session). See Appendix C for complete authority language.

1.4 POINT OF CONTACT

All inquiries and communications concerning this RFA should be directed **in writing** via email to:

Pre-Award: Email: cri@thecb.state.tx.us
Post-Award: Mr. Keylan Morgan, M. Ed.
Program Specialist V

keylan.morgan@thecb.state.tx.us | 512-427-6244

No contact shall be made with other THECB personnel regarding this RFA. Failure to comply with this requirement may result in the disqualification of an Application.

1.5 DEFINITIONS

See Appendix B for definitions of terms used throughout this RFA.

2 AWARD SUMMARY

2.1 MAXIMUM NUMBER OF AWARDS ANTICIPATED AND MAXIMUM AWARD AMOUNT

The total available funding for the 2018 College Readiness and Success Models for 60x30TX (CRSM-2018) is up to \$2,250,000. The THECB anticipates up to 20 awards depending on quality of applications and availability of funding.

- **2.1.1 Initial Funding.** Awarded Applicants will receive between \$50,000 and \$100,000, based on experience and proposed budget. Total initial funding will be determined in negotiation with THECB staff and awarded upon execution of contract.
- **Funding Based on Completions.** The number of completions is determined by the number of students who enroll in an approved corequisite model and successfully complete the identified first college-level (TSI liable) course(s) and according to the completion funding terms as outlined in Appendix F. This funding is awarded in addition to, and is independent of, the initial funding outlined in Section 2.1.1.

2.2 GRANT PERIOD

The Grant Period will begin upon the execution of the Notice of Grant Award (NOGA), and will conclude on August 31, 2020. If funding permits, Awarded Applicants may receive year three continuation funding. Funding based on completions begins with fall 2018 enrollments.

2.3 APPLICATION TIMELINE

The application process for this RFA is anticipated to proceed according to the published application timeline. The THECB reserves the right to revise this timeline or any portion of this RFA by publishing an addendum. A Calendar of Events for the entire Grant Period is in Appendix A.

Dates	Application Steps
May 11, 2018	Notice of Intent Deadline
May 25, 2018	Inquiry Deadline
June 8, 2018	Application Deadline
June 11, 2018	Confirmation of Application Receipt by THECB
On or around June 25, 2018	THECB Announces Grant Awards
Upon Execution of Contract	Grant Period Begins

3 ELIGIBILITY INFORMATION

3.1 ELIGIBLE APPLICANT

Texas public institutions of higher education (IHEs), as defined by Section 61.003 of the Texas Education Code.

3.2 COST SHARING OR MATCHING REQUIREMENTS

Grantees shall provide a 10% match for the funds awarded. Matching funds can include funds for travel, administrative costs, and professional development/training for faculty (both developmental and college-level), support staff, and administration. The matching requirement may be waived for institutions serving low-income/disadvantaged students. A federal waiver from the Department of Education serves as documentation.

3.3 STUDENT ELIGIBILITY

Students eligible to be served through the CRSM-2018 must be high school complete but not college ready in at least one subject area of mathematics, reading and/or writing (TEC, Chapter 51, Subchapter F-1, Texas Success Initiative).

3.4 NOTICE OF INTENT GUIDELINES

Applicants desiring to submit an Application for participation in the 2018 College Readiness and Success Models for 60x30TX (CRSM-2018) MUST SUBMIT Intent to Apply by 5:00pm CT on May 11, 2018 to the THECB. The Intent to Apply must be sent by email to CRI@thecb.state.tx.us.

Intent to Apply MUST contain the following items:

- **3.4.1** Subject line of email "Intent to Apply for CRSM-2018". If you have no or limited experience with implementation of at least one corequisite model, please add the term "NEW" after "CRSM-2018" in the subject line.
- **3.4.2** Identity of Applicant (Institution)
- **3.4.3** Name, address, telephone number, and email address of individual authorized to submit an Application on behalf of the institution.
- **3.4.4** Applicants submitting a Notice of Intent will receive no later than May 18, 2018, COB, a copy of their Institutional Profile, based on results submitted by the Applicant institution on the 2017 Developmental Education Program Survey (DEPS). Proposed Project Director and appropriate staff should review the Institutional Profile to ensure responses accurately reflect current practices with implementation of corequisite model(s) at the institution.
 - **3.4.1.1** If the responses are still accurate and no changes are required, the Applicant should submit the Institutional Profile with no changes as part of its application.
 - **3.4.1.2** If the responses no longer reflect current implementation of corequisite model(s), then the Applicant should make the appropriate changes to its Institutional Profile and submit the updated profile as part of its application.

Note: Applicants submitting a Notice of Intent will be invited to participate in a webinar (date/time TBA) to address and provide guidance on completing Appendix E: Proposed Budget Form. Note the webinar will be limited to this purpose only and will not address other questions related to this solicitation. Refer to Section 5 INQUIRES for further details on submitting other questions.

3.3 MAXIMUM NUMBER OF SUBMISSIONS BY APPLICANT

Based upon the prescribed services outlined in this RFA, eligible Applicants may submit only one (1) application.

4 APPLICATION SUBMISSION

Applications must be completed according to the guidelines in Section 10. Applications must be submitted by an authorized agent of the Applicant institution via email to CRI@thecb.state.tx.us to the Point of Contact listed in Section 1.4. Applicants desiring to apply for the 2018 College Readiness and Success Models for 60x30TX (CRSM-2018) must submit an Application in a single PDF format (no larger than 4MB). Application file name should be institution's name. Subject line must state: "CRSM-2018."

APPLICATION DEADLINE: 5:00 p.m. CDT, June 8, 2018

Late or incomplete Applications and Applications submitted to an address different from the specified CRI email will not be accepted. No mailed, hand-delivered, or faxed Applications will be accepted.

The THECB will confirm receipt of the submitted Application via email by June 11, 2018. If an Applicant does not receive such confirmation from the THECB, contact the Pre-Award Point of Contact listed in Section 1.4 immediately. Applicant will be required to provide proof of timely submission of the Application. The THECB shall not be responsible for Applications that are captured, blocked, filtered, quarantined, or otherwise prevented from reaching the proper destination server by THECB or Applicant anti-virus or other security software.

5 INQUIRIES

All inquiries shall be directed to the Point of Contact listed in Section 1.4 at <u>CRI@thecb.state.tx.us</u>. Applicant must not discuss an Application with any other THECB employee unless authorized by the Point of Contact.

Questions must be submitted in writing by email and received no later than 5:00 p.m. CDT, May 25, 2018. The subject line of the email containing questions should include (1) "CRSM-2018 FAQ" and (2) the name of the Applicant institution.]

All responses by the THECB must be in writing in order to be binding. Any information deemed by the THECB to be important and of general interest or which modifies requirements of the RFA shall be sent in the form of an addendum to the RFA to all Applicants that have submitted an Application. All Applicants must acknowledge receipt of all addenda, if any, to this RFA by returning a signed copy of each addendum with the submitted Application.

6 PROGRAM BACKGROUND

Since 2009, the THECB has issued RFAs to support institutions' efforts to accelerate underprepared students to and through successful completions of their entry-level coursework leading to certificate/degree completions and transfers. Institutions also addressed the support programs, including supplemental instruction, tutoring, and advising, that play a key role in helping ensure students continued their progress toward meeting their academic and career goals. The current solicitation continues to support these goals.

7 ELIGIBLE PROJECTS

Eligible Applicants will propose projects that implement, enhance, and scale corequisite models to meet or exceed the requirements of HB 2223 (85th Legislature, Regular Session). Applicants should clearly demonstrate how the proposed project will increase the availability of corequisite models and support student success in these models. All proposed projects should be supported by promising and best practices within the field.

7.1 PRIORITY PROJECTS

There are no funding priorities under this grant opportunity.

8 PROJECT REQUIREMENTS

8.1 ELIGIBLE PROJECT DIRECTORS

Each Eligible Applicant shall name project directors and include their contact information on the Cover Page (Application Form 1).

The project directors are responsible for implementing and overseeing the proposed project, and shall be full-time educators (including tenure- and non-tenure-track faculty) or institutional administrators with administrative and practical experience with developmental education and/or corequisite models. The Applicant is strongly encouraged to include one project director to design and implement the project and the second project director to manage and oversee continuous improvement and project evaluation.

8.2 COREQUISITE MODELS

For these models, eligible Applicants must have a developmental education (DE) program providing DE coursework/interventions in at least one subject area of mathematics or integrated reading/writing. Awarded Applicants must agree to use one or more of the following corequisite model options and enroll a percentage of their underprepared students, per HB 2223, in selected option(s), subject to THECB approval:

- Enroll student in a **concurrent** model of the first college-level course with DE course/intervention scheduled before or after the credit course, providing just-in-time support from a content expert, such as a developmental education faculty member.
- Enroll student in a **sequential** model of intensive, short-term DE course/intervention delivered in the initial part of the semester addressing relevant basic skills, with the college-level course starting immediately thereafter with additional ongoing support throughout the college-level course period (e.g., 4 +12 or 8 +8 week model).
- Enroll student in a one-semester corequisite model that differs from the above models
 that includes simultaneous first college-level course and DE intervention in the same
 subject area. Applicants wishing to use this model must describe the model, including
 how it meets requirements of HB 2223 and TSI rules. The description must also
 include outcome-based evidence (at least 1 semester of improved outcomes when
 compared to a baseline).
- **8.2.1** Students granted the ESOL waiver, as defined in <u>TAC</u>, <u>Rule 4.54(c)</u>, may enroll in up to 15 SCH of stand-alone ESOL DE coursework prior to testing to determine eligibility for this grant.
- **8.2.2** An Applicant's Developmental Education Program Survey (DEPS) responses or revisions (see 3.4.4) will be used to further outline the type of corequisite model(s) implemented or considered at the institution. Applicants submitting a Notice of Intent (see Section 3.4) will receive no later than May 11, 2018, COB, a copy of their

Institutional Profile, based on results submitted by the Applicant institution on the 2017 Developmental Education Program Survey (DEPS). Proposed Project Director and appropriate staff should review the Institutional Profile to ensure responses accurately reflect corequisite model(s) <u>currently</u> employed at the institution.

- **8.2.2.1** If the responses are still accurate and no changes are required, the Applicant should submit the Institutional Profile with no changes as part of its application.
- **8.2.2.2** If the responses no longer reflect <u>current</u> implementation of corequisite model(s), then the Applicant should make the appropriate revisions to its Institutional Profile and submit the updated profile as part of its application.
- **8.2.3** Applicants and Awarded Applicants must understand and adhere to the policies, guidelines, and recommendations outlined in the most current <u>HB 2223 FAQ document</u>.

8.3 PROJECT LENGTH

The planning, implementation, and evaluation of the project must be completed within the Grant Period, which ends on August 31, 2020, unless otherwise agreed upon by the THECB and Awarded Applicant.

8.4 FUNDING RESTRICTION

All funds must be expended in line with this RFA and Rider 33.

8.5 ALLOWABLE COSTS AND RESTRICTIONS

- **8.5.1** Allowable Cost Categories. The Applicant should refer to Section 10.5 for instructions for specific budget categories. The THECB shall negotiate a final budget with each Awarded Applicant. The following are common costs that will be allowed in the project budget:
 - Program staff salaries and fringe benefits;
 - Reasonable student testing fees related to project implementation and credential attainment;
 - Program staff travel (travel outside of Texas must receive prior approval by THECB staff)
 - Stipends for faculty coordination and planning (e.g. college-level and developmental education faculty);
 - Subcontracting costs (requires prior written approval by THECB);
 - · General program supplies;
 - Instructional materials;
 - Information technology instructional resources that incorporate established best practices;
 - Technology used primarily for the delivery of supplementary instruction or other required student support strategies;
 - · Dissemination activities; and
 - Professional development and/or technical assistance for faculty, student support personnel, reporting/IE personnel, and advisors.
- **8.5.2** Prohibited Costs. The following kinds of costs shall <u>not</u> be included in the proposed budget or be paid with CRSM-2018 funds:

- Costs incurred prior to the Grant Period
- Salaries or other stipends for release time that are calculated at a higher pay rate than that which an individual normally receives in a position (or in a similar position)
- Costs for staffing must reflect institutional salaries of the Eligible Applicant or project partner appropriate to the tasks that will be performed and to the length and time spent on the project.
- Scholarships, tuition, loan assistance, stipends, or other forms of financial assistance for students (Stipends for graduate assistants are allowed.)
- Indirect costs
- Foreign travel

9 SELECTION CRITERIA AND SCORING OF APPLICATIONS

This RFA is competitive. It is designed to issue Grant Awards that provide the best overall value to the state and in accordance with the goals of the RFA. General selection criteria shall be based on project quality, as determined by reviewer criteria, and other factors, including cost of the project, ability to continue the project after the Grant Period, and past performance on THECB grants.

The THECB will utilize subject matter experts (SMEs) as readers to evaluate submitted applications. The readers will make selection recommendations to the THECB based on each application's alignment to the focus areas and other requirements of the RFA.

9.1 QUALITIES OF A STRONG APPLICATION

Applications will be evaluated at a holistic level. Competitive applications will be:

- Focused and aligned. The application clearly describes how the proposed work aligns with corequisite models and other requirements outlined in the RFA.
- Persuasive. The application makes a persuasive case that the proposed work will have a powerful impact on the institution and state's ability to reach its HB 2223 and 60x30TX goals.
- Strategic. The proposed work reflects a comprehensive, carefully-sequenced strategy that will significantly improve the success of underprepared students.
- Evidence-based. The application is informed by data analysis and clearly describes how the proposed work reflects actions that are proven to effectively increase student success, especially for underprepared students.
- Scalable. The proposed work lays a strong foundation for further work in the selected model(s) and can be effectively scaled or enhanced at the Awarded Applicant's and other institutions of higher education.
- Ambitious and feasible. The proposed work includes ambitious success goals, plans for significant action to achieve those goals, and benchmarks that can be realistically measured achieved.

9.2 SCORING RUBRIC

The readers will use a scoring rubric to evaluate the applications to identify successful submissions. The rubric outlines the holistic criteria described above, detailed criteria regarding the proposed work's impact, engagement, leveraging of ongoing work, and monitoring and sustaining impact. The rubric, along with a list of Required Documentation, is provided in Appendix I, Scoring Rubric.

10 APPLICATION FORMAT AND CONTENT

10.1 APPLICATION FORMAT

- **10.1.1** Application and all forms must be submitted electronically in a single .PDF (Portable Document Format), no larger than 4MB.
- 10.1.2 Additional attachments to the Application must include the Applicant's name and "CRSM-2018" at the top of each page. Do not use a font smaller than 11. Attachments must be typed, double spaced, on 8 1/2" x 11" paper, clearly legible, with all pages sequentially numbered.
- **10.1.3** Applicants must use the application forms and templates, and submission must adhere to the length restrictions specified.
- **10.1.4** A Table of Contents must be included with respective page numbers opposite each topic. The Application must contain the items in sequence as outlined under Subsections 10.2 through 10.7.

10.2 COVER PAGE

In the format provided in Appendix D, Cover Page, list contact information for the Project Director and Co-Director (if applicable) and the Institutional Representative authorized to submit an Application on behalf of the institution.

10.3 PROJECT NARRATIVE

The Narrative of the Application must not exceed seven (7) pages. Applicants should describe why the selected model(s) is needed at their institution and how this project will be implemented and managed. The narrative should also address the items included in Section 10.3.1 to Section 10.3.9, Required Program Components.

An Applicant must include the following required Program Components in each proposed CRSM-2018 application:

- **10.3.1 60x30TX SUPPORT.** In support of <u>60x30TX</u>, Awarded Applicants must include information on how marketable skills are introduced, supported, and/or promoted in their selected model(s).
- **10.3.2 INTEGRATION OF TEXAS COLLEGE AND CAREER READINESS STANDARDS (CCRS).** Curriculum and instruction for a program must incorporate the CCRS into the content area, and be designed and delivered so that participating students are more likely to persist and succeed in first and subsequent college courses.
- **10.3.3 MONITORING, MENTORING, OR COUNSELING.** All awarded Applicants must include the provision for a key person(s) who monitors student success throughout the semester to ensure each student receives continuing support and encouragement.
- **10.3.4 DATA COLLECTION.** Applicants shall indicate how information and data are to be collected during the grant period. Applicants are expected to use the collection and analysis of this data to demonstrate impact and promote continuous program improvement. The engagement of institutional research staff to support these efforts is required. The proposal must address how the program will manage data collection, management, and reporting to ensure compliance with Family Educational Rights and Privacy Act (FERPA) guidelines.
- **10.3.5 REPORTING.** Applicants are expected to report all data into the Texas Higher Education Accountability System (CBM) through normal reporting protocols for purpose of verification. Applicants must also submit a Program Evaluation Plan (see

section 10.7.1 and Appendix H) as part of their application. Awarded Applicants will submit interim and annual reports. Reporting format will be provided by THECB to Awarded Applicant. Verification of completions will also be required. Reporting requirements for Awarded Applicants will be finalized in contract negotiations.

- **10.3.6 PROGRAM DIRECTOR.** All awarded Applicants must assign a program director to coordinate all aspects of the proposed project (i.e., reporting, professional development/training activities, student supports, advising, etc.). Applicant may allocate up to five percent each year or 10% of the <u>total grant award</u> toward the salary for this position.
- **SUSTAINABILITY**. Applicants must provide a description of how the institution plans to maintain this program after the grant funds have been expended. It is anticipated that funded projects will build enough momentum and capacity to sustain their operation and to continue growing and influencing postsecondary completions in line with HB 2223 after the end of THECB support.
- **10.3.8 DISSEMINATION ACTIVITIES.** Awarded Applicants will disseminate information about the outcomes of project that show promise for scalability to institutions around the state.
- **10.3.9 PROFESSIONAL DEVELOPMENT.** Awarded Applicants will describe a continuous improvement professional development strategy for both developmental education and college-level faculty members teaching and/or recruited for the corequisite models.

10.4 TIMELINE

The timeline for the project will be negotiated between Awarded Applicants and the THECB.

10.5 BUDGET

In the format provided in Appendix E, Proposed Budget Form, Applicant must provide a budget and budget narrative for each of the proposed instructional and student support strategies selected from Section 8, Project Requirements, of the RFA. The budget is based on the initial funding of up to \$100,000 received by Awarded Applicant upon execution of the contract and should Indicate matching funds and in-kind services that will be used to support this project in the budget narrative. A final initial funding budget, up to \$100,000, will be negotiated between Awarded Applicant and the THECB. Note that any changes after contract execution to the proposed initial funding budget must receive prior approval in writing by THECB staff.

NOTE: Brief explanations of program budget line items are provided below:

- **10.5.1 Project Director**. Include salaries projected for an individual to oversee all components of the RFA and act as point person with THECB. Indicate percentage on grant, in-kind, or funded.
- **10.5.2 Other Professional and/or Support Staff**. Other professional staff such as counselors or advisers, supplemental instructors, tutors, data and reporting staff, trainers, clerical, or other support staff.
- **10.5.3 Fringe Benefits**. Since state community colleges and technical institutions are funded through state appropriations, fringe benefits will likely be paid from another account. Applicants should include on this line <u>only</u> those fringe benefits projected to be paid from grant funds.

- **10.5.4 Travel**. May include local or state travel to support professional development/training. Travel for out of state professional development purposes requires prior approval by THECB staff. International travel is not an allowable expense.
- **10.5.5 Other Direct Costs**. Include other direct costs to implement the Program including faculty/student materials, supplies, and non-capital expenses necessary for successful project implementation.
- **10.5.6 Cost Sharing for Applicant**. See section 3.2

10.6 PROJECTED FUNDING BASED ON COMPLETIONS

Based on information provided in Appendix F, Completion Funding Terms, Applicant must provide a budget narrative outlining how the projected funds received for completions will be used in alignment with Rider 37 (see Appendix C). The final report (see Section 10.3.5) will include an updated budget narrative, as applicable, based on actual funds received for corequisite college-level completions, including a summary of how funding will continue to be used to enhance and scale RFA activities, as well as the alignment with Rider 37. Applicants will be required to submit Appendix G, Completion Funding Calculation Worksheet, as part of their application.

10.7 PERFORMANCE MEASURES AND OUTCOMES

10.7.1 Project Evaluation Plan

The Project Evaluation Plan (Appendix H) projects outcomes of key performance measures that are quantifiable and aligned with the project's goals. Each Applicant will develop three to six goals that will be used to measure the extent of the project's success. Minimally, one goal will address each of the following areas: Advising, Faculty Development, and Corequisite Model Scaling. The proposed goals should demonstrate the Applicant's commitment to increasing the availability of corequisite models to underprepared students and institutionalizing promising and best practices to enhance student outcomes. The evaluation of the project and the reporting of its outcomes should follow the Family Educational Rights and Privacy Act (FERPA) regulations and guidelines.

10.8 ATTACHMENT

The following Attachment should be submitted, as applicable, as a PDF file. Applicant shall not include documents as attachments or appendices that are not specified in this section; such documents will be discarded and will not be forwarded to reviewers for application evaluation.

• Letter from Applicant requesting the THECB's consideration of exceptions, if applicable, to specific terms and conditions described in the RFA. Any exceptions must be clearly identified by section, and the Applicant's proposed alternative must be provided. Applicant cannot take a "blanket exception" to this entire RFA. If any Applicant takes a "blanket exception" to this entire RFA or does not provide alternative language, the Applicant's Application may be disqualified from further consideration. Any terms and conditions attached to an Application will not be considered unless specifically referred to in this RFA, and the Applicant's attachment of such terms and conditions to an Application may disqualify the Application. The letter must be signed by an individual legally authorized to bind the Applicant institution.

11 PROVISIONS AND ASSURANCES

11.1 COST OF APPLICATION PREPARATION

All costs associated with the preparation and submission of an Application for this RFA are the

responsibility of Applicant. These costs shall not be chargeable to the THECB by any successful or unsuccessful Applicant.

11.2 APPLICATION DELIVERY AND LATE APPLICATIONS

- **11.2.1** Applications must be submitted by an authorized agent of the Applicant.
- Applications shall be considered to be "on time" if they are received on or before the date and time of established deadlines. Applicant shall be solely responsible for ensuring that Application is received by the THECB prior to the deadlines outlined in Section 4. The THECB shall not be responsible for failure of electrical or mechanical equipment, operator error, or inability of an electronic delivery agent to deliver an Application prior to the deadline. Failure to respond in a timely manner to this RFA shall result in Applicant losing the opportunity to receive a Grant under this program. A late Application, regardless of circumstances, shall not be evaluated or considered for award.

11.3 CONFLICT OF INTEREST

- Applicants must disclose any existing or potential conflicts of interest relative to the performance of the requirements of this RFA. Failure to disclose a conflict of interest may be cause for disqualification of an Application or termination of a Contract resulting from this RFA. If, following a review of this information, it is determined by the THECB that a conflict of interest exists, Applicants may be disqualified from further consideration.
- HB 1295 Disclosure of Interested Parties. The THECB may not execute a contract/grant requiring approval of the Board Chair, Vice Chair, and Committee Chair until the Business Entity has presented a certificate disclosing interested parties. "Business Entity" is defined as an entity (other than a governmental entity or state agency) through which business is conducted, regardless of whether the entity is forprofit or nonprofit. The Texas Ethics Commission (TEC) has built an online portal for vendors/grantees. Vendors/ Grantees will need to create a username and password to complete the "Certificate of Interested Parties" form. After the form has been completed, please print, sign, and notarize before sending a final copy to the THECB. The TEC portal link can be found at https://www.ethics.state.tx.us/whatsnew/elf info form1295.htm.

11.4 CONTRACTTEXAS1234!

- Submission of an Application confers no rights of Applicant to an award or to a subsequent Contract, if there is one. The issuance of this RFA does not guarantee that a Contract will ever be awarded. The THECB reserves the right to amend the terms and provisions of the RFA, negotiate with Applicant, add, delete, or modify the Contract and/or the terms of Application submitted, extend the deadline for submission of Application, or withdraw the RFA entirely for any reason solely at the THECB's discretion. An individual Application may be rejected if it fails to meet any requirement of this RFA. The THECB may seek clarification and additional documentation from Applicant at any time, and failure to respond within a reasonable timeframe is cause for rejection of an Application.
- 11.4.2 Upon execution of a Contract resulting from this RFA, the term 'Applicant' shall have the same meaning as 'Awarded Applicant' or 'Grantee.' Likewise, the terms 'Request for Applications' and 'Application' shall have the same meaning as the term 'Contract' or 'Agreement.'

11.5 PAYMENT TERMS

Initial funding will shall be disbursed upon receipt of a fully executed contract and is a one-time payment. The remaining funds will be paid to the Awarded Applicant based on the payment terms outlined in Section 2.1.2, Funding Based on Completions and Section 3.3, Student Eligibility, and according to Appendix E, Proposed Budget Form. All funding must be expended by August 31, 2020, unless otherwise noted in the executed contract or agreed upon by Awarded Applicant and the THECB.

11.6 GRANT EXTENSION

An Awarded Applicant that shows demonstrated progress and/or success in project outcomes may be eligible to apply for a maximum one-year grant extension on the project, which may be granted at the THECB's sole discretion. Extensions are subject to the availability of appropriated funds and to the eligibility requirements.

11.7 PROPRIETARY INFORMATION

During the performance of a project implemented under a Contract resulting from this RFA, Awarded Applicant may have access to data, information, files, and/or materials (collectively referred to as "data"), which are the property of the THECB. These data shall be handled in a method that concurs with the Family Educational Rights and Privacy Act (FERPA) regulations and quidelines.

Applicant agrees to comply with FERPA, 20 U.S.C. Section 1232g, and the implementing federal regulations, 34 CFR Part 99. Applicant agrees (1) to protect any confidential student information it receives or accesses that could make a student's identity traceable, and (2) any confidential data analysis or report shall not be disclosed to any third party without the THECB's prior written consent.

Awarded Applicant shall have a system in effect to protect all data received or maintained in connection with the activities of this RFA. Awarded Applicant agrees to use its best efforts to preserve the safety, security, and integrity of the data, and to ensure the privacy and confidentiality of all data. Any disclosure or transfer of proprietary information by Awarded Applicant shall be in accordance with applicable federal or Texas law.

11.8 RELEASE OF INFORMATION BY AWARDED APPLICANT

- **11.8.1** FERPA. Awarded Applicant shall NOT release any data that is not FERPA compliant. Failure to follow the guidelines established may result in immediate termination of the Contract.
- Prior Notification. Publication, including presentations, is encouraged; however, Awarded Applicant agrees to notify the THECB prior to the publication of any information, including results, findings or reports, regarding the activities being conducted under any Contract/Grant resulting from this RFA. Awarded Applicant shall ensure the following statements are included in any published work:

This work was supported in whole or in part by a grant from the Texas Higher Education Coordinating Board (THECB). The opinions and conclusions expressed in this document are those of the author(s) and do not necessarily represent the opinions or policy of the THECB.

11.8.2.1 Potential Publication in News Media of any type. Should Awarded Applicant be contacted by any news media about any information, including results, findings, or reports regarding activities being conducted under any

Contract/Grant resulting from this RFA, Awarded Applicant shall notify its THECB Point of Contact, when possible, before communicating with news media. When not possible, Awarded Applicant shall notify its THECB Point of Contact immediately after concluding the communication with the news media.

- **11.8.2.2** Should Awarded Applicant desire to contact any news media about any information, including results, findings, or reports regarding activities being conducted under any Contract/Grant resulting from this RFA, Awarded Applicant shall notify its THECB Point of Contact before communicating with news media.
- **11.8.3** Any written publication shall be sent electronically to the THECB Point of Contact.

11.9 RELEASE OF APPLICATION INFORMATION BY THECB

- 11.9.1 Public Information Act. Awarded Applicant understands and acknowledges that as a Texas state agency, the THECB is subject to the provisions of the Texas Public Information Act, Government Code, Chapter 552, as interpreted by judicial opinions and the opinion of the Attorney General of the state of Texas. Awarded Applicant will cooperate with the THECB in the production of documents responsive to any such requests under the Public Information Act. Awarded Applicant is required to make any information created or exchanged with the state pursuant to this Agreement, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state. The THECB will make a determination whether to submit a Public Information Act request to the Attorney General. This RFA, Awarded Applicant's Application, any Grant awarded to the Applicant, and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. To the extent Grantee is subject to the Public Information Act, Grantee will notify the THECB's General Counsel within 24 hours of receipt of any third party requests for information it receives relating to this Agreement.
- 11.9.2 All submitted Applications become the property of the THECB after the RFA submittal deadline date. Upon acceptance of the Contract, all information submitted with Applicant's Application becomes public record and all information submitted with Awarded Applicant's Application becomes part of the Contract. Therefore, such information is subject to disclosure under the Texas Public Information Act, unless an exception under the Texas Public Information Act is applicable.
- Any proprietary information included in Applicant's Application shall be subject to disclosure unless such proprietary information was clearly identified by Applicant, and such identification was submitted concurrently with the original submission of the proprietary information. Such identification of proprietary information shall be clearly marked in the Application at each page it appears. Such markings shall be in boldface type at least 14 point font. Additionally, Applicant shall state the specific reason(s) an exception from the Texas Public Information Act is being claimed concurrently with the original submission of the proprietary information.
- 11.9.4 If Awarded Applicant fails to clearly identify proprietary information with the original submission of the proprietary information, then those Sections will be deemed non-proprietary and made available upon public request after the Contract is awarded. The production of any material under the Contract shall not have the effect of violating or causing the THECB to violate any law, including the Texas Public Information Act.

11.10 AMENDMENT AND TERMINATION

- **11.10.1** Amendment. Any amendment or change to the Grant which becomes necessary shall be accomplished by a formal Contract amendment signed and approved by duly authorized representatives of Awarded Applicant and the THECB. None of the parties to the Contract will be bound by any oral statements, agreements, or representations contrary to the written Contract requirements and terms and conditions.
- THECB Right to Terminate for Cause. As consistent with applicable law, the THECB may terminate the Contract, in whole or in part, immediately upon notice to Awarded Applicant, or at such later date as the THECB may establish in such notice, upon the occurrence of any material breach, including, but not necessarily limited to, non-compliance with requirements and assurances outlined in the RFA or its Section 11 "Provisions and Assurances," failure to provide accurate, timely, and complete information as required by the THECB to evaluate the effectiveness of the program, or a failure to perform any of the work under the Contract to the THECB's satisfaction within the time specified herein or any extension thereof. Any instance of non-compliance shall constitute a material breach. The THECB may, in its sole discretion, provide Awarded Applicant with an opportunity for consultation with the THECB prior to termination. If Awarded Applicant fails or refuses to perform its obligations under the Contract, the THECB may exercise any and all rights as may be available to it by law or in equity.
- 11.10.3 Interpretation. As consistent with applicable law, the Contract may be terminated in the event that federal or state laws or other requirements or a judicial interpretation renders continued fulfillment of the Contract on the part of either party unreasonable or impossible. If the parties hereto should be unable to agree upon amendment which would thereafter be needed to enable the substantial continuation of the services contemplated herein, then, upon written notification by the THECB to Awarded Applicant, the parties shall be discharged from any further obligations created under the terms of the Contract, except for the equitable settlement of the respective accrued interests or obligations incurred up to the date of termination. The THECB reserves the right, at its sole discretion, to unilaterally amend the Contract throughout the Grant Period to incorporate any modifications necessary for the THECB's compliance, as an agency of the state of Texas, with all applicable state and federal laws, rules, regulations, requirements, and guidelines.
- 11.10.4 Effect of Termination. As consistent with applicable law, upon receipt of written notice to terminate, Awarded Applicant shall promptly discontinue all Services affected (unless the notice directs otherwise), refund partially or fully all Grant proceeds in accordance with written notice, and shall deliver or otherwise make available to the THECB, a summary of work products developed by Awarded Applicant under the Contract, whether completed or in process. Upon any termination, all indemnities, including without limitation those set forth in the Contract, as well as Contract provisions regarding confidentiality, records retention, right to audit, and dispute resolution, shall survive the termination of the Contract for any reason whatsoever and shall remain in full force and effect. The THECB shall be liable to Awarded Applicant for that portion of the Services authorized by the THECB and which have been completed prior to the effective date of termination, provided that the THECB shall not be liable for any work performed that is not acceptable to the THECB and/or does not meet Contract requirements.
- **11.10.5** In the event of termination, the THECB reserves the right to negotiate a Contract based on another Applicant's submission if it is in the state's best interest.

11.11 NOTICE

- **11.11.1** *Form of Notice.* All notices and other communications in connection with this Agreement shall be in writing.
- **11.11.2 Method of Notice.** All notices must be given (i) by personal delivery, (ii) by an express courier (with confirmation), (iii) mailed by registered or certified mail (return receipt requested), (iv) facsimile, or (v) electronic mail to the parties at the address specified in this Agreement, or to the address that a party has notified to be that party's address for the purposes of this section.
- **11.11.3** *Receipt of Notice.* A notice in accordance with this Agreement will be effective upon receipt by the party to which it is given or, if mailed, upon the earlier of receipt and the fifth business day following mailing.
- **11.11.4** The THECB shall not be responsible for notices that are captured, blocked, filtered, quarantined, or otherwise prevented from reaching the proper destination server by THECB or Grantee's anti-virus or other security software.

11.12 ASSIGNMENT OR SUBCONTRACTING

No rights, interest, or obligations in a Contract resulting from this RFA shall be assigned, delegated, or subcontracted by Awarded Applicant without prior written permission of the THECB Point of Contact. Any attempted assignment, delegation, or subcontract by Awarded Applicant shall be wholly void and totally ineffective for all purposes unless made in conformity with this Paragraph. No delegation, assignment, or subcontract shall relieve Awarded Applicant of any responsibility under this RFA.

11.13 LIABILITY AND INDEMNIFICATION

11.13.1 LIABILITY

- **11.13.1.1** Neither the THECB's review, approval, or acceptance of, nor payment for any of the services provided hereunder shall be construed to operate as a waiver of any rights under the Contract, or of any cause of action arising out of the performance of the work required by the Contract.
- **11.13.1.2** The THECB shall have no liability except as specifically provided by law.
- 11.13.1.3 Sovereign Immunity. The THECB and Awarded Applicant stipulate and agree that no provision of, or any part of the Contract between the THECB and Awarded Applicant, or any subsequent change order, amendment, or other Contract modification shall be construed: (1) as a waiver of the doctrine of sovereign immunity or immunity from suit as provided for in the Texas Constitution and the Laws of the State of Texas; (2) to extend liability to the THECB or Awarded Applicant beyond such liability provided for in the Texas Constitution and the Laws of the State of Texas; or (3) as a waiver of any immunity provided by the 11th Amendment or any other provision of the United States Constitution or any immunity recognized by the Courts and the laws of the United States.

11.13.2 INDEMNIFICATION (THIS SECTION DOES NOT APPLY TO STATE AGENCIES)

11.13.2.1 Acts or Omissions. Grantee shall indemnify and hold harmless the State of Texas and THECB AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES,

REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from, any acts or omissions of the Grantee or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in execution or performance of the Agreement. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND THE GRANTEE MAY NOT AGREE SETTLEMENT WITHOUT FIRST TO ANY OBTAINING CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. GRANTEE AND THECB AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

11.13.2.2 Infringements.

- Grantee shall indemnify and hold harmless the State of Texas, (a) THECB AND/OR **THEIR** EMPLOYEES, AGENTS. REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF GRANTEE PURSUANT TO THIS AGREEMENT. GRANTEE AND THECB AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. GRANTEE SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.
- (b) Grantee shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Grantee's written approval, (iii) any modifications made to the product by the Grantee pursuant to THECB's specific instructions, (iv) any intellectual property right owned by or licensed to THECB, or (v) any use of the product or service by THECB that is not in conformity with the terms of any applicable license agreement.
- (c) If Grantee becomes aware of an actual or potential claim, or THECB provides Grantee with notice of an actual or potential claim, Grantee may (or in the case of an injunction against THECB, shall), at Grantee's sole option and expense: (i) procure for THECB the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that THECB's use is non-infringing.

- **11.13.2.3** Taxes/ Workers' Compensation/Unemployment Insurance Including Indemnity.
 - (a) GRANTEE AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THECB AND/OR THE STATE SHALL NOT BE LIABLE TO THE GRANTEE, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY.
 - GRANTEE AGREES TO INDEMNIFY AND HOLD HARMLESS THECB, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS AGREEMENT. GRANTEE SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL, GRANTEE AND THECB AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

11.14 INSURANCE (THIS SECTION DOES NOT APPLY TO STATE AGENCIES)

Grantee agrees to maintain at its expense insurance as required for the work being performed under this Agreement. Such insurance will protect the THECB from all claims for bodily injury, death, or property damage which may arise out of or result from the performance of the Grantee's obligations under the Agreement. Grantee represents and warrants that it will, within five (5) business days of receiving the THECB's request, provide the THECB with current certificates of insurance or other proof acceptable to the THECB of the following insurance coverage:

Standard Workers Compensation Insurance in accordance with the following statutory limits covering all personnel who will provide work under this Agreement: Employers Liability: Each Accident \$1,000,000, Disease- Each Employee \$1,000,000, Disease-Policy Limit \$1,000,000.

Commercial General Liability:

Occurrence based: Bodily Injury and Property Damage, Each occurrence limit: \$1,000,000; Aggregate limit: \$2,000,000; Medical Expense each person: \$5,000; Personal Injury and Advertising Liability: \$1,000,000; Products / Completed Operations Aggregate Limit: \$2,000,000; Damage to Premises Rented to You: \$50,000.

Grantee represents and warrants that all of the above coverage is with companies licensed in the state of Texas with at least an "A" rating from A.M. Best Company, and authorized to provide the requisite coverage. Grantee also represents and warrants that all policies contain endorsements prohibiting cancellation except upon at least thirty (30) days prior written notice to the THECB. Grantee represents and warrants that it shall maintain the above insurance during the term of this Agreement. Grantee is not relieved of any liability or any other obligations assumed under this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

11.15 OWNERSHIP OF WORK

- **11.15.1** Definition of work. For the purposes of this Contract, the term "work" is defined as all reports, statistical analyses, work papers, work products, materials, approaches, designs, specifications, systems, documentation, methodologies, concepts, research, materials, intellectual property or other property developed, produced, or generated in connection with this Contract.
- 11.15.2 Copyright. When copyrightable material is developed in the course of or under this Grant, Awarded Applicant is free to copyright the materials or permit others to do so. The THECB shall have a royalty-free, non-exclusive, fully-paid up, no cost, transferable, worldwide, and irrevocable right and license to reproduce, publish, or otherwise use and to authorize others to use for governmental and educational purposes: (1) the copyright in any work developed under the Grant and (2) any rights of copyright to which a Awarded Applicant (or any sub-grantee or subcontractor of the Grantee) purchases ownership with Grant funds. In no event shall the Awarded Applicant (or any sub-grantee or subcontractor to the Awarded Applicant) charge other Texas state agencies, institutions of higher education, or independent institutions of higher education (as the terms "institutions of higher education" and "independent institutions of higher education" are defined in the Texas Education Code) for any license to use any or all copyrights purchased with Grant funds or in any work developed under the Grant.
- 11.15.3 Data. The THECB has the right to: (1) obtain, reproduce, publish or otherwise use the data first produced under this Grant and (2) authorize others to receive, reproduce, publish, or otherwise use such data for governmental and educational purposes. In no event shall the Awarded Applicant (or any sub-grantee or subcontractor to the Awarded Applicant) charge other Texas state agencies, institutions of higher education, or independent institutions of higher education (as the terms "institutions of higher education" and "independent institutions of higher education" are defined in the Texas Education Code) for any license to use any or all data first produced under this Grant.

11.16 CONFLICTING RFA LANGUAGE

In the event that language contained in a particular Section of the RFA is found to be in conflict with language in another Section, the most stringent requirement(s) shall prevail.

11.17 INSPECTIONS/SITE VISITS

Throughout the Grant Period, the THECB and/or its representatives shall have the right to make site visits to review the CRSM-2018 Project operations and accomplishments.

11.18 AUDIT AND ACCESS TO RECORDS

11.18.1 Awarded Applicant acknowledges that acceptance of funds under the Contract acts as acceptance of the authority of (1) the Texas State Auditor's Office, or any successor agency, (2) the Texas State Auditor's Office or any successor agency, under the direction of the Texas Legislative Audit Committee, (3) THECB's Internal Auditor, and

- (4) any external auditors selected by THECB, the State Auditor's Office, or by the United States (collectively referred to as "Audit Entities"), to conduct an audit or investigation in connection with those funds. Awarded Applicant further agrees to cooperate fully with Audit Entities in the conduct of the audit or investigation, including providing all records requested. Awarded Applicant shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Awarded Applicant and the requirement to cooperate is included in any subcontract the Awarded Applicant awards.
- Awarded Applicant shall maintain its records and accounts in a manner which shall 11.18.2 assure a full accounting for all funds received and expended by Awarded Applicant in connection with the Contract. These records and accounts (which includes all receipts of expenses incurred by Awarded Applicant) shall be retained by Awarded Applicant and made available for inspecting, monitoring, programmatic or financial auditing, or evaluation by the THECB and by others authorized by law or regulation to do so for a period of not less than seven (7) years from the date of completion of the Contract, the date of the receipt by the THECB of Awarded Applicant's final claim for payment or final expenditure report, the date all related billing questions are resolved, or the date any related litigation issues are resolved, whichever is later. If an audit has been announced, the records shall be retained until such audit has been completed. Awarded Applicant shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to the Contract. Awarded Applicant and any subcontractors shall provide any Audit Entities with any information the entity deems relevant to any monitoring, investigation, evaluation, or audit.
- **11.18.3** Each Grantee institution shall have a system established in writing to ensure that appropriate officials provide all necessary organizational reviews and approvals for the expenditure of funds and for monitoring project performance and adherence to Grant terms and conditions under the Contract.
- 11.18.4 The THECB reserves the right to require the reimbursement of any over-payments determined as a result of any audit or inspection of records kept by Awarded Applicant on work performed under the Contract. Awarded Applicant shall reimburse the THECB within 30 calendar days of receipt of notice from the THECB of overpayment. Awarded Applicant's failure to comply with this "Audit and Access to Records" subsection shall constitute a material breach of the Contract.

11.19 ACCOUNTING SYSTEM

Awarded Applicant shall have an accounting system that accounts for cost in accordance with generally accepted accounting principles. Awarded Applicant's accounting system must include an accurate and organized file/records system for accounting and financial purposes for providing backup materials for billings.

11.20 NON-APPROPRIATION OF FUNDS

The Contract may be terminated if funds allocated to the THECB should become reduced, depleted, or unavailable during the Contract period, and to the extent that the THECB is unable to obtain additional funds for such purposes. The THECB shall negotiate efforts as first consideration and if such efforts fail, then the THECB shall immediately provide written notification to the Awarded Applicant of such fact and the Contract shall be deemed terminated upon receipt of the notification, and neither party shall have any further rights or obligations hereunder. Awarded Applicant shall not incur new obligations after the effective date of termination and shall cancel as many outstanding obligations as reasonably practicable. The

THECB shall be liable for costs incurred up to the time of such termination. Under no circumstances shall this RFA or any provisions herein be construed to extend the duties, responsibilities, obligations, or liabilities of the State of Texas or THECB beyond the then existing biennium.

11.21 REPORTING REQUIREMENTS

- **11.21.1** Awarded Applicant shall be required to provide progress updates on the Project Evaluation Plan (section 10.7.1) submitted as part of the interim and final project report.
- **11.21.2** Awarded Applicant shall submit two written project reports as specified by the THECB: a one-year interim project report due on October 30, 2019, and a final project report due on October 30, 2020. The THECB shall provide templates for reporting and reserves the right to request additional reporting.
- **11.21.3** Awarded Applicant shall submit Course Verification Forms and Completion Certification Statements each semester according to Appendix A (Calendar of Events). The THECB shall provide templates for reporting.

11.22 STATE FISCAL COMPLIANCE GUIDELINES

The standard financial management conditions and uniform assurances set out in the RFA are applicable to all grants, cooperative agreements, contracts and other financial assistance arrangements executed between state agencies, local governments, and any other sub-recipient not specifically excluded by state or federal law. All applicable conditions and uniform assurances can be found at https://comptroller.texas.gov/purchasing/grant-management/.

11.23 APPLICABLE LAW AND VENUE

The Contract and any incorporated documents shall be governed by and construed in accordance with the laws of the State of Texas. Unless otherwise required by statute, the exclusive venue of any suit brought concerning the Contract and any incorporated documents is fixed in any Court of competent jurisdiction in Travis County, Texas, and all payments under the Contract shall be due and payable in Travis County, Texas.

11.24 APPLICANT RESPONSIBILITIES

Applicant shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations (including the THECB rules relating to the Texas Success Initiative and HB 2223) and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of the Contract, including, if applicable, workers compensation laws, compensation statutes and regulations, and licensing laws and regulations. When requested to do so by the THECB, Applicant shall furnish the THECB with satisfactory proof of its compliance.

11.25 KEY PERSONNEL

Awarded Applicant, in its reasonable discretion, reserves the right to substitute appropriate key personnel to accomplish its duties so long as the substituted personnel are equally qualified and skilled in the tasks necessary to meet project requirements and outcomes. Awarded Applicant shall provide to the THECB prior written notice of any proposed change in key personnel involved in accomplishing the Grant Award. No substitutions of key personnel will be made without the prior written consent of the THECB. All requested substitutes must be submitted to the THECB, together with the information about the substitutes' qualifications. The key personnel that will be assigned to work on the Grant Award are considered to be essential to accomplishing the project.

11.26 ELIGIBILITY/AUTHORIZATION TO WORK IN THE UNITED STATES

Awarded Applicant shall ensure that all personnel provided to perform work under the Contract possess proof of eligibility/authorization to work in the United States in compliance with the Immigration Reform and Control Act of 1986, the Immigration Act of 1990, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996. Awarded Applicant shall maintain written records on all personnel provided under the Contract and shall provide such records to the THECB upon request. Failure to maintain and provide records upon request shall represent a material breach of this Contract and the THECB shall have the right to terminate the Contract for cause. Awarded Applicant shall ensure this section is included in all subcontracts it is authorized by the THECB to enter.

11.27 SUPPLANTING PROHIBITIION

A Grant Award may not be used to replace federal, state, or local funds.

11.28 CARRYOVER FUNDS

At the THECB's discretion, unencumbered funds may carry over from each year of the Grant Period.

11.29 TIME AND EFFORT RECORDKEEPING

For those personnel whose salaries are prorated between or among different funding sources, time and effort records will be maintained by Awarded Applicant that confirm the project work provided within each funding source. Awarded Applicant must adjust payroll records and expenditures based on this documentation. This requirement applies to all projects, regardless of funding sources, unless otherwise specified.

11.30 FORMS, ASSURANCES, AND REPORTS

Awarded Applicant shall timely file with the proper authorities all forms, assurances and reports required by state laws and regulations. The THECB shall be responsible for reporting to the proper authorities any failure by Awarded Applicant to comply with the foregoing laws and regulations coming to the THECB's attention, and may deny reimbursements or recover payments made by the THECB to Awarded Applicant in the event of Awarded Applicant's failure to so comply.

11.31 AFFIRMATION CLAUSES

Applicant has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, travel, favor, or service to a THECB public servant, including employees, in connection with the submitted response.

Neither Applicant nor the firm, corporation, partnership, entity, or institution represented by Applicant or anyone acting for such firm, corporation, partnership, entity, or institution has (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws, or (2) communicated the contents of this Application either directly or indirectly to any competitor or any other person engaged in the same line of business during the procurement process for this RFA.

The THECB is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing Applicants with the Federal General Services Administration's System for Award Management (SAM,

http://www.sam.gov), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Applicant is not so prohibited from entering into this contract. Moreover, Applicant further certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Applicant is in compliance with the State of Texas statutes and rules relating to procurement and that Applicant is not listed on the federal government's terrorism watch list as described in Executive Order 13224. (Entities ineligible for federal procurement are listed at http://www.sam.gov.)

11.32 FORCE MAJEURE

The THECB may grant relief from performance of this Contract if Awarded Applicant is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Awarded Applicant. The burden of proof for the need of such relief shall rest upon the Awarded Applicant. Awarded Applicant shall notify THECB in writing if it believes that a force majeure may have occurred and THECB shall, in its sole discretion, determine if Force Majeure has occurred.

11.33 DISPUTE RESOLUTION

If the THECB determines that any work product is not acceptable, the THECB shall notify Awarded Applicant of the specific deficiencies in writing. Awarded Applicant shall then undertake all steps necessary to correct any deficiencies at no additional cost to the THECB. In the event any issues cannot be resolved, the dispute resolution process provided for in Texas Government Code, Chapter 2260, shall be used by the THECB and Awarded Applicant to attempt to resolve any claim for breach of Awarded Applicant.

11.34 SEVERABILITY AND STRICT PERFORMANCE

The invalidity, illegality, or unenforceability of any provisions of the Contract shall in no way affect the validity, legality, or enforceability of any other provisions.

Each and every right granted to the THECB and Awarded Applicant hereunder or under any other document delivered hereunder or in connection herewith, or allowed them by law or equity, shall be cumulative and may be exercised from time to time. Failure by the THECB or Awarded Applicant at any time to require strict performance of any contractual provision or obligation contained herein shall not constitute a waiver or diminish the rights of either party thereafter to demand strict compliance. The THECB's review, approval, acceptance of, or payment for any of the services provided in the Contract shall not be construed to operate as a waiver of any of its rights under the Contract, or of any cause of action arising out of the performance of the services required by the Contract.

APPENDIX A: CALENDAR OF EVENTS

May 11, 2018 Notice of Intent to Apply Due

May 25, 2018 Inquiry Deadline

TBA Webinar to discuss Appendix E (Completion Funding Terms) and

Appendix F (Completion Funding Calculation Worksheet)

June 8, 2018 Application Deadline

June 11, 2018 Confirmation of Application Receipt by THECB

On or Around June 25,

2018

THECB Announces Grant Awards

Upon Execution of

Contract

Grant Period Begins

TBA Revised Budget Plan Due (if applicable)

September 21, 2018 Fall 2018 Beginning of Semester Course Verification Form due

January 15, 2019 Fall 2018 Completion Certification Statement and End of Semester

Course Verification Form due

February 15, 2019 Spring 2019 Beginning of Semester Course Verification Form due

June 30, 2019 Spring 2019 Completion Certification Statement and End of

Semester Course Verification Form due

June 14, 2019 Summer 2019 Beginning of Semester Course Verification Form due

September 30, 2019 Summer 2019 Completion Certification Statement and End of

Semester Course Verification Form due

October 30, 2019 Interim Project Report Is Due to THECB

September 20, 2019 Fall 2019 Beginning of Semester Course Verification Form due

January 15, 2020 Fall 2019 Completion Certification Statement and End of Semester

Course Verification Form due

February 14, 2020 Spring 2020 Beginning of Semester Course Verification Form due

June 30, 2020 Spring 2020 Completion Certification Statement and End of

Semester Course Verification Form due

June 12, 2020 Summer 2020 Beginning of Semester Course Verification Form due

September 30, 2020 Summer 2020 Completion Certification Statement and End of

Semester Course Verification Form due

October 30, 2020 Final Project Report Is Due to THECB

APPENDIX B: DEFINITIONS

The following definitions shall apply:

Acceleration - The reorganization of instruction and curricula in ways that expedite the completion of coursework or credentials based on an assessment of students' strengths and needs. It involves a departure from the traditional multi-course sequence in favor of a more streamlined structure. Some examples include, but are not limited to emporium models and modular models, co-requisites, course-pairing, and computer-assisted instruction.

Applicant - A Texas community college district or public technical institution of higher education submitting an Application in accordance with the terms and conditions of this RFA.

Application - The final document submitted by an Applicant to THECB in response to and in accordance with the terms of this RFA.

Awarded Applicant - The successful recipient ultimately awarded a contract by THECB who is responsible for performing all services and activities required to fully comply with contract performance requirements and all contract terms and conditions.

Co-requisite - (also known as corequisite or mainstreaming)--An instructional strategy whereby undergraduate students as defined in paragraph (24) of this section are co-enrolled or concurrently enrolled in a developmental education course or NCBO as defined in paragraph (18) of this section and the entry-level freshman course of the same subject matter within the same semester. The developmental component provides support aligned directly with the learning outcomes, instruction, and assessment of the entry-level freshman course, and makes necessary adjustments as needed in order to advance students' success in the entry-level freshman course. Participation in the entry-level freshman course is not contingent upon performance in the developmental education component of the corequisite.

Developmental Coursework and/or Intervention - non-degree-credit coursework and/or activity designed to address a student's strengths and needs in the areas of reading, writing, mathematics and student success.

NOTE: The corequisite models are limited to the integrated reading/writing and mathematics subject areas only.

FERPA - The Family Educational Rights and Privacy Act is a federal law regarding the privacy of student records and the obligations of the institution, primarily in the areas of release of the records and the access provided to these records. Any educational institution that receives funds under any program administered by the U.S. Secretary of Education is bound by FERPA requirements. Institutions that fail to comply with FERPA may have funds administered by the Secretary of Education withheld.

Just-in-time Support - intentional, required time before or after the college-level course designed to further address students' academic and learning skill gaps and as they arise in the college-level course.

Non-Course Competency-Based Developmental Education Interventions - (also known as non-course-based or non-semester-length options and interventions or NCBOs) - Interventions that use learning approaches designed to address a student's identified weaknesses and effectively and efficiently prepare the student for college-level work. These interventions must be overseen by an instructor of record, must not fit traditional course frameworks, and cannot include advising or learning support activities already connected to a traditional course; interventions may include, but are not limited to, tutoring, supplemental instruction, or labs.

Program Evaluation - a systematic method of collecting, analyzing, and using information to answer questions about developmental education courses, interventions, and policies, particularly about their effectiveness and cost-efficiency.

State of Texas Business Days - Monday through Friday, 8:00 a.m. to 5:00 p.m., except for scheduled State of Texas and national holidays.

Texas College and Career Readiness Standards (CCRS) - The standards adopted by the THECB in January 2008 which articulate the knowledge and skills that students must know and be able to do to succeed in entry-level college/university courses and in the skilled workforce. The CCRS can be found at http://www.thecb.state.tx.us/collegereadiness/CRS.pdf.

THECB - The Texas Higher Education Coordinating Board, an agency of the State of Texas.

Undergraduate student - a student, other than a high school student enrolled in college-level coursework for dual credit, who enrolls at a Texas public institution of higher education in a field or program of study

Underprepared student - any non-exempt student who has not met a college-readiness benchmark and/or not demonstrated college readiness and is therefore subject to TSI.

APPENDIX C: FUNDING AUTHORITIES

Texas Education Code, Section 61.0762(a)(5), Programs to Enhance Student Success

RIDER 33

Developmental Education. Funds appropriated above in Strategy D.1.2, Developmental Education Program, \$1,125,000 in General Revenue for fiscal year 2018 and \$1,125,000 in General Revenue for fiscal year 2019 shall be used to continued scaling effective strategies that promote systemic reforms, to improve student outcomes and provide professional development opportunities for faculty and staff to improve advising, acceleration and completion of underprepared students. Out of funds appropriated to this strategy, the Higher Education Coordinating Board will collaborate with Texas public institutions of higher education, to scale effective interventions such as non-course competency based remediation, core-requisite models, emporium models, and modular offerings. Out of funds appropriated to this strategy, the Higher Education Coordinating Board will analyze and compare information collected annually from all Texas public institutions on the Developmental Education Program Survey and other TSI data to determine the most effective and efficient interventions and submit a report to the Governor, Lieutenant Governor, Speaker of the House of Appropriations, the Chair of the Senate Finance Committee, the Chair of House Appropriations, Senate Committee on Higher Education and House Committee on Higher Education before January 1, 2019. Any balances remaining as of August 31, 2018 are hereby appropriated for the same purpose for the fiscal year beginning September 1, 2018.

APPENDIX D: COVER PAGE

Applicant:	
Address:	
City/State/Zip:	
Applicant Contact (Director):	
Phone Number:	
Fax Number:	
E-Mail Address:	
Applicant Contact (Co- Director):	
Phone Number:	
Fax Number:	
E-Mail Address:	
Authorized Signature:	
Printed Name and Title:	
Date:	
Applicant Certification	I certify that this application is the sole application for the 2018 College Readiness and Success Models for 60x30TX (CRSM-2018) for this institution.
Authorized Signature:	
Printed Name and Title:	
Date:	

APPENDIX E: PROPOSED Budget Form (Initial and projected)

2018 College Readiness and Success Models for 60x30TX (CRSM-2018)

Name of Institution

I. RFA Budget Line Item	II. Item Description	IV. Percent of Time on Project		V. Proposed Budget (Initial Funding)
10.6.1	Project Director, Co- Director			
10.6.2	Other Professional/Support Staff			
10.6.3	Fringe Benefits			
10.6.4	Travel			
10.6.5	Other Direct Costs			
		Total ALL Pro (Equals 10.6.1 through 10 INITIAL FUN	_	\$0.00
2.4	Cost Sharing for Applicant			\$0.00
10.7	Total Projected Funding Based on Completions 10.7 (GRAND TOTAL FROM APPENDIX F) Completion Funding Calculation Worksheet			
PROPOSED TOTAL GRANT AWARD (Equals ALL Program Costs Less Cost Sharing)				

APPENDIX F: COMPLETION FUNDING TERMS

Funding, other than the initial payment outlined in Section 2.1.2, will be based on corequisite course enrollments and successful corequisite college-level completions* according to this document and as outlined in the Awarded Applicant's executed contract.

All completion payments are contingent upon the institution meeting the minimum percentage (25% - AY1 fall 2018 - summer 2019; 50% - AY2 fall 2019 - summer 2020) of students enrolled in developmental education to be enrolled in an approved corequisite model, per TAC, Chapter 4, Subchapter C, §4.62(a)(8). Each semester of the academic year is calculated by independently.

NOTE: The Completion Funding Terms for AY 1 and AY 2 are DIFFERENT.

* Successful completion of the corequisite college-level course is considered completing the course with a grade of A, B, or C.

AY1

AY1 (fall 2018, spring 2019, summer 2019) - Successful Completion* Funding

Calculation of AY1 Funding is based on 1) meeting the minimum threshold of 25% and 2) the actual percentage of corequisite enrollments and successful completions* of corequisite college-level course, according to the following schedule (see Figure 1):

Figure 1: AY1 Completion Funding

Percentage of corequisite enrollments	Amount per Successful Completion* of corequisite college-level course
0 – 24%	0
25 – 29%	\$200
30 – 39%	\$250
40% +	\$300

EXAMPLE: AY1 Completion Funding

In AY1- Fall 2018: Institution A has **met the minimum threshold of 25%** and reports 28% of its students enrolled in developmental education to be enrolled in an approved corequisite model. One hundred and twenty-five (125) of those students successfully complete the college-level course. According to Figure 1, 28% equates to \$200 per successful completion, so the institution is awarded \$20,000 (125 x \$200=\$25,000) in completion funding for fall 2018.

AY2

AY 2 (fall 2019, spring 2020, summer 2020) - Performance Improvements

Calculation of AY2 funding is based on 1) meeting the minimum threshold of 50% and 2) the difference in corequisite college-level COMPLETIONS between AY2 and AY1, by semester. Funding for AY2 is \$300 for each additional successful completion.

Figure 2: AY2 Funding (Difference is calculated based on corresponding semester of AY1)

Successful Completions of corequisite College-level Course in AY2- Fall 2019	Successful Completions of corequisite College- level Course in AY1 - Fall 2018	DIFFERENCE BETWEEN AY2 AND AY1 corequisite college-level COMPLETIONS	Amount Awarded Fall 2019
200	125	(200 - 125 = 75)	\$22,500 (75 x \$300)

EXAMPLE: AY2 Funding

The increase in numbers of successful corequisite college-level completions from AY1-Fall 2018 to AY2-Fall 2019 will determine total completion award for AY 2-Fall 2019. Thus, if AY1-Fall 2019 completions totals 200 students and AY2-Fall 2018 completions totaled 125 students, funding will be for the additional 75 students who completed in AY2. In other words, the <u>difference</u> between AY2-Fall 2019 completions (200) and AY1-Fall 2018 (125) completions is an increase of **75** (200-125=75), so the institution is awarded \$22,500, (**75** x \$300=\$22,500) in completion funding for fall 2019 (see Figure 2).

APPENDIX G: Completion Funding Calculation Worksheet

<u>AY1</u>

TABLE F1: AY 1 (2018-2019) Completion Funding Example						
Α	B C D E F					G
Semester	Anticipated DE Enrollment for subject area (deduct HB 2223 exemptions)	Anticipated Total Number of Corequisite Enrollments	Anticipated HB 2223 percentage of Corequisite Enrollments (C/B=D)	Completion Pay Rate per student (See Figure 1, Appendix E)	Anticipated Total Number of Successful Corequisite Completions (x%) = anticipated completion rate	Anticipated Total Completion Funding AY1 (E x F = G)
Fall 2018	300	75	25%	\$200	53 (71%)	\$10,600
Spring 2019	150	53	35%	\$250	32 (60%)	\$8,000
Summer 2019	50	25	50%	\$300	19 (76%)	\$5,700
Н.	H. Total Projected AY 1 Completion Funding \$24,300					

Note: To receive any Completion Funding, the institution must meet the corequisite enrollment thresholds required by HB2223 in the semesters requested (2018-2019, 25%). Additionally, the total amount of Completion Funding will NOT exceed the total award amount (see Appendix D).

<u>AY2</u>

Α	В	С	D	E	F	G	Н
Semester	Total DE Enrollments by subject area (deduct HB 2223 exemptions)	Anticipated Total Number of Corequisite Enrollments	Anticipated HB 2223 percentage of Corequisite Enrollments (C/B)=D)	Anticipated Total Number of Successful Corequisite Completions (x%) = anticipated completion rate	Anticipated Successful Completions from AY 1 corresponding semester (see Table F1, Column F)	Difference between current AY 2 semester and AY 1 corresponding semester	Anticipated Total Completion Funding AY2 (G X \$300)
Fall 2019	450	225	50%	147 (65%)	53	94	\$28,200
Spring 2020	200	120	60%	72 (60%)	32	40	\$12,000
Summer 2020	50	25	50%	19 (76%)	19	0	\$0.00
Table Design and AVC Co. Lett. T. III						¢40.200	
Total Projected AY 2 Completion Funding						\$40,200	
Total Projected AY 1 Completion Funding (Table 1, H.)							\$24,300
(AY 1 + AY 2) Completion Funding Grand Total *This total should be entered on line 10.7 in Appendix D, PROPOSED Budget Form						\$64,500	

Note: To receive any Completion Funding, the institution must meet the corequisite enrollment thresholds required by HB2223 in the semesters requested (2018-2019, 50%). Additionally, the total amount of Completion Funding will NOT exceed the total award amount (see Appendix D).

APPENDIX H: Performance Measures and Outcomes

Program Evaluation Plan							
Goal	Goal Activities/Strategies Cutcome(s) Success Involved Collecting data						

Please use this form to indicate the:

- 1. Goals you are trying to reach.
- 2. Anticipated activities/strategies you plan to implement to reach the goal.
- 3. Anticipated outcome(s) for year one and year two.
- 4. Measures you will use to evaluate the success of each strategy.
- 5. Stakeholders impacted by this goal.
- 6. Methods used to gather data. Methods should be both qualitative and quantitative.

APPENDIX I: SCORING RUBRIC

Scoring Rubrics

This guide to the scoring rubrics provides Applicants with a tool to use in planning proposed work and ensuring alignment with the THECB's priorities. This section covers two rubrics: (1) THECB's rubric for screening applications; and (2) the Subject Matter Experts (SMEs) rubric for assessing finalists' applications.

Texas Higher Education Coordinating Board Rubric for Screening Applications

This rubric will be used to determine whether applications are eligible for further consideration. Applications that do not have all the required documentation will be removed from the Applicant pool.

Required Documentation
Cover Sheet
Table of Contents
Transmittal Letter
Narrative
Proposed Budget (see Appendix D)
Completion Funding Calculation Worksheet (See Appendix F)
Developmental Education Program Survey (DEPS) Institutional Profile (with or without revisions)
Program Evaluation Plan (See Appendix G)

Rubric for Assessing Applications

This rubric will be used by the SMEs to assess the quality of applications. Below Applicants can find descriptions for a low, medium and high rating for each of the criteria that are critical for a successful plan. In addition to the use of quantitative scores, reviewers will consider each proposal holistically and provide overall assessments of the proposals.

	High Score (5-6 points)	Medium Score (3-4 points)	Low Score (1-2 points)		
Qualities of the Application (42 points)					
Focused and aligned: Clearly focuses on delivery of one or more corequisite models, as described in the RFA	Application clearly describes how work aligns with one or more of the corequisite models	Proposed work mostly aligns with the selected corequisite model(s)	Proposed work does not align with the selected corequisite model(s)		
Persuasive: Clearly explains causal link between proposed work and increases in success and completion	Application makes a persuasive case that the proposed work will have a significant impact on the institution's ability to reach its achievement goals	Application makes a somewhat persuasive case that the proposed work will enhance the institution's ability to reach its achievement goals	Application does not make a persuasive case that the proposed work will enable the institution to reach its achievement goals		

Strategic: Well-developed, comprehensive and thoughtfully sequenced Evidence-based: Based on evidence of what has worked at the institution, in the state and in the field more generally, to date	Proposed work is well-developed, comprehensive and carefully sequenced to reflect a strategy that will increase student success and college completion Application clearly describes how proposed work reflects actions that are proven to effectively increase student success and college completion	Proposed work is developed to a satisfactory level, and is mostly complete Application is informed by, but not based upon, evidence of which actions are most effective	Proposed work is mostly programmatic and focuses on implementation without emphasis on strategy Application does not explain use of knowledge in the field	
Scalable: Can be enhanced, expanded, and replicated at other institutions	Proposed work lays a strong foundation for further work in these focus areas and can be effectively scaled within the institution and possibly statewide	Application describes how proposed work could enhance further work, but does not explain how proposed work will spur future work	Application does not detail ways in which proposed work can be expanded, replicated and/or scaled	
Ambitious and feasible: Application reflects plans to implement significant action to achieve success and completion goals, and benchmarks can be realistically achieved	Proposed work reflects ambitious goals, but is achievable with the proposed funding and timeline	Proposed work is somewhat ambitious and achievable OR proposed work is overly ambitious and only partially achievable	Proposed work is not ambitious or cannot be realistically completed with the proposed funding and timeline	
Budget	Budget for the project is reasonable and cost effective; the purpose and explanation for the line items provides a strong connection to the proposed work	Budget for the project is reasonable and/or cost effective; the purpose and explanation for the line items provides a weak or marginal connection to the proposed work	Budget for the project is not reasonable and/or cost effective; application did not include a budget; the purpose and explanation for the line items does not support a connection to the proposed work	
Institutional Commitment (18 points)				
Proposed work incorporates evidence of Applicant's ability to improve student success and college completion	Proposed plan incorporates evidence of Applicant's ability to improve student success and college completion	Proposed plan demonstrates evidence of Applicant's prioritization of student success and college completion, but does not show success in improving outcomes	Proposed plan does not demonstrate evidence of Applicant's prioritization or improvement of student success and college completion	

Demonstrated effort and commitment in the selected corequisite models(s)	Proposed work builds on demonstrated effort and commitment in the corequisite models(s)	Applicant has engaged in ongoing work in the corequisite models(s), but proposed work is not aligned with existing work	Applicant has not worked in the corequisite models(s)
Proposed work incorporates a clear Professional Developmental plan for corequisite model faculty (DE and College level)	Proposed work incorporates a clearly defined Professional Development plan that will impact the implementation and/or scaling of corequisite models	Proposed work incorporates a Professional Development plan, but does not OR minimally describe(s) how it will impact the implementation and/or scaling of corequisite models	Proposed plan does not incorporate Professional Development for corequisite faculty
Monitoring and Sustair			
Assessing impact	Application includes process for assessing which changes in student success are attributable to work implemented through the CRSM and modifying work to improve impact when necessary	Application includes incomplete plan to assess impact and modify work OR plan is not feasible	Application does not include a plan to assess impact and modify work
Improved outcomes	Application clearly demonstrates how proposed work will improve student outcomes and enhance student achievement	Application addresses how proposed work will improve student outcomes, but does not demonstrate a clear causal link	Application does not describe how proposed work will improve student outcomes
Sustainability strategy	Application includes a strategy that explains how the proposed work will continue to improve student success and college completion rates beyond the grant period	Proposed plan includes an incomplete strategy, or a strategy without high likelihood of success	Proposed plan does not include a sustainability strategy
Project Evaluation Plan	Goals address all areas and are ambitious and attainable, activities / strategies, expected outcomes, measures of success, and methods for collecting data are appropriately aligned and support achieving the goal	areas, but are not ambitious and attainable OR activities/strategies expected outcomes measures of success, and/or methods for collecting data are not	Goals do not address one or more areas; expected outcomes are not defined for both years OR activities/strategies, measures of success, or methods for collecting data are missing

Overall Assessment	High Score (12-16 points)	Medium Score (6-11 points)	Low Score (1-5 points)			
Overall Assessment of t	Overall Assessment of the Application (16 points)					
Overall assessment of application (max. 16 points)	Application is high quality, complete and makes a persuasive case that funding will have a significant impact on furthering the institution's work to achieve success and completion goals	Application is of satisfactory quality, complete and will enable the institution to meet most of its success and completion goals	Application is low quality, incomplete and/or has little or no likelihood of enabling the institution to meet its success and completion goals			
TOTAL PROPOSAL SCORE (100 max. points)						