

60x30TX



Texas Higher Education
Coordinating Board

REQUEST FOR APPLICATIONS

**2020 College Readiness and Success Models
(CRSM-2020)**

2020-2021

781-20-22918

INTENT TO APPLY DEADLINE: 5:00 p.m. CST, March 13, 2020

MANDATORY BIDDER'S WEBINAR: 3:00 p.m. CST, March 24, 2020

INQUIRY DEADLINE: 5:00 p.m. CST, April 1, 2020

APPLICATION DEADLINE: 3:00 CST, April 13, 2020

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1 OVERVIEW OF FUNDING OPPORTUNITY

1.1 PROGRAM TITLE

2020 College Readiness and Success Models (CRSM-2020)

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 2020 College Readiness and Success Models (CRSM-2020) Request for Applications (RFA) is to award competitive grants that support scaling and enhancing comprehensive strategies and activities to accomplish the priorities of the agency for achieving its vision and strategic goals, including [60x30TX](#).

THECB encourages applications from eligible institutions with a wide range of engagement and experience with corequisite models with demonstrated institutional support to help inform the future of statewide developmental education reform efforts. We expect Awarded Applicants with to use the funds to support the next generation of the Texas Success Initiative and applicable supports to help close the equity gaps and increase success for underrepresented students.

1.3 PROGRAM AUTHORITY

The statutory authority for the 2020 College Readiness and Success Models (CRSM-2020) is found in Texas Education Code, Section 61.0762(a)(5), Programs to Enhance Student Success; Rider 32, Developmental Education (86th 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 INQUIRIES

All inquiries shall be directed to Point of Contact. Applicants and prospective Applicants must not discuss an Application, including a Notice of Intent to Apply, or this RFA with any other THECB employee unless authorized by the Point of Contact. Failure to comply with this requirement may result in the disqualification of an Application. All responses by THECB must be in writing to be binding.

Inquiries must be submitted in writing by email and received no later than 5:00 p.m. CT, March 11, 2020. The subject line of the email containing questions should include (1) "CRSM-2020 FAQ" and (2) the name of the Applicant institution.

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 an email to CRI@THECB.state.tx.us.

2 AWARD SUMMARY

2.1 MAXIMUM NUMBER OF AWARDS ANTICIPATED AND MAXIMUM AWARD AMOUNT

The total available funding for the 2020 College Readiness and Success Models (CRSM-2020) is up to \$1,500,000. The THECB anticipates up to 10 awards depending on quality of applications and availability of funding.

2.1.1 *Initial Funding.* Awarded Applicants will receive between \$50,000 and \$75,000, based on experience and proposed budget. Total initial funding will be determined in negotiation with THECB staff and awarded upon execution of contract.

2.1.2 *Supplemental Funding.* Awarded Applicants will receive the remaining approved funds in June 2021, upon meeting or demonstrating considerable progress towards meeting the deliverables (as determined by the THECB) outlined in this RFA, as verified by THECB staff through required reporting mechanisms. The amount of discretionary supplemental funding will depend on the proposed budget negotiated and approved by THECB staff.

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, 2021. If funding permits, Awarded Applicants may receive year three continuation funding.

2.3 SELECTION FOR FUNDING

The funding available to support CRSM 2020 Grants in Fiscal Years (FY) 2020 and 2021 will be awarded to Applicants selected on a competitive basis. Criteria for evaluation and selection of Applications for Awards are described in Section 7.

2.4 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
March 13, 2020	Intent to Apply Deadline
March 24, 2020, 3:00 – 4:00 p.m. (CST)	Mandatory Bidder's Webinar
April 1, 2020	Inquiry Deadline
April 13, 2020	Application Deadline
On or around April 14, 2020	Confirmation of Application Receipt by THECB
On or around April 27, 2020	THECB Announces Grant Awards

Upon Execution of Contract	Grant Period Begins
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3 ELIGIBILITY INFORMATION

3.1 ELIGIBLE APPLICANT

Entities in the following categories and located in the state are eligible to apply for a 2020 College Readiness and Success Models (CRSM-2020) Grant Award:

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

Students eligible to be served through the CRSM-2020 must be high school complete but not college ready in at least one subject area of mathematics and/or English Language Arts Reading (ELAR) per TEC, Chapter 51, Subchapter F-1, Texas Success Initiative.

3.2 ELIGIBLE PROJECTS

The 85th Texas Legislature passed House Bill 2223 (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 (Texas Education Code, Chapter 51, Subchapter F-1, Section 51.336(c)).

In order to support colleges as they continue to implement and improve corequisite models required by HB 2223, this grant request seeks applications from interested institutions of higher education at the appropriate stages of development and implementation to support the following by spring 2021:

3.2.1 One hundred (100) percent of eligible students enroll in corequisite models in both subject areas of mathematics and English Language Arts Reading (ELAR);

3.2.2 Use of multiple measures, with criteria outlined below, that meet demonstration of college readiness and will help inform future statewide TSI policy for high school-complete students:

For non-exempt, entering undergraduate students, institutions must follow typical TSI process for assessment of college readiness. For students not meeting the college readiness benchmark, Applicants will propose a Multiple Measures model using the following indicators, as outlined in the Applicant's proposal:

3.2.2.1 High school GPA of at least 2.5 or 3.0 through at least end of junior year, self-reported or verified through high school transcript

3.2.2.2 Four (4) years math, as reported on [ApplyTX](#)* or verified through high school transcript

3.2.2.3 Four (4) years English Language Arts (ELA), as reported on [ApplyTX](#)* or verified through high school transcript

3.2.3 Use of supplemental instruction, technology-supported learning, and other non-course options, proposed by the Applicant, as the DE support component of corequisite models designed to help ensure successful completion of the college-level course.

**[ApplyTX](#) is a unified college application process that's accepted by all Texas public institutions of higher education and many private ones*

3.3 PRIORITY PROJECTS

Not Applicable

3.4 MAXIMUM NUMBER OF SUBMISSIONS BY APPLICANT

Based upon the prescribed services outlined in this RFA, eligible Applicants may submit only one (1) application per university or community college district. Community college district applicants may submit an application addressing all campuses/sites within the district or only one or some campuses/sites within the district. Applicants must ensure district officials are notified of the intent to apply.

3.5 NOTICE OF INTENT TO APPLY GUIDELINES

Applicants planning to submit an Application for participation in the 2020 College Readiness and Success Models (CRSM-2020) MUST SUBMIT an Intent to Apply notice by 5:00 pm CT on February 28, 2020 to the THECB. The Intent to Apply must be sent by email to CRI@theccb.state.tx.us. NOTE: applicants submitting an Intent to Apply are not bound by this notice and may choose not to submit an application.

Intent to Apply MUST contain the following items:

- 3.5.1** Subject line of email – “Intent to Apply for CRSM-2020”
- 3.5.2** Identity of Applicant (Institution)
- 3.5.3** Name, address, telephone number, and email address of individual authorized to submit an Application on behalf of the institution.
- 3.5.4** Applicants submitting an Intent to Apply will receive no later than March 09, 2020, COB, a copy of their Institutional Profile, based on results submitted by the Applicant institution on the 2019 Developmental Education Program Survey (DEPS). The 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.
 - 3.5.4.1** 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.
 - 3.5.4.2** 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.

MANDATORY BIDDER’S WEBINAR: Applicants submitting an Intent to Apply will be required to participate in the Bidder’s Webinar scheduled **Wednesday, March 24, 2020, 3:00 – 4:00 p.m. (CT)** to address and provide guidance on the Eligible Projects in Section 3.2, including the Multiple Measures model. Note the webinar will be limited to this purpose only and will not address other questions related to this solicitation. Refer to Section 1.5 INQUIRES for further details on submitting other questions. Applicants submitting an Intent to Apply will be emailed webinar login information and other logistics information on or before March 23, 2020, 5 p.m. (CT).

4 APPLICATION SUBMISSION

4.1 APPLICATION DEADLINE: 3:00 P.M. CDT/CT, April 13, 2020

Applications must be:

- completed according to the guidelines in Section 8
- submitted by an authorized agent of the Applicant entity
- submitted via email to CRI@THECB.state.tx.us to the Point of Contact listed in Section 1.4.

*Late or incomplete Applications will not be accepted. Applications submitted to an address different from CRI@theccb.state.tx.us will **not** be accepted.*

THECB will not accept mailed, hand-delivered, or faxed Applications.

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.

4.2 THECB CONFIRMATION OF APPLICATION RECEIPT

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 antivirus or other security software.

The THECB will confirm Application receipt via email within **three (3)** state business days of receipt by THECB. If an Applicant does not receive such confirmation from the THECB, contact the Point of Contact listed in Section 1.4 immediately. Applicant will be required to provide proof of timely submission of the Application.

4.3 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.

4.4 APPLICATION DELIVERY AND LATE APPLICATIONS

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.

5 PROGRAM BACKGROUND

5.1 DETAILED PROGRAM OVERVIEW

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, advising and other innovative supports, that play key roles in helping ensure students continued their progress toward meeting their academic and career goals. The current solicitation continues to support these goals, as well as the next generation of reform to include possible use of multiple measures to help determine college readiness for entering, non-exempt high school-complete students.

For these models, eligible Applicants must have a developmental education (DE) program providing DE coursework/interventions in both subject areas of mathematics and English Language Arts Reading (ELAR) (i.e., Integrated Reading and Writing Awarded Applicants must agree to use one or more of the following corequisite model options and enroll 100 percent of eligible 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).

5.1.2 Students granted the ESOL waiver, as defined in [TAC, Rule 4.54\(c\)](#), may enroll in up to 15 SCH of stand-alone ESOL DE coursework prior to testing to determine eligibility for this grant.

5.1.3 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 Intent to Apply (see Section 3.4) will receive no later than March 9, 2020, COB, a copy of their Institutional Profile, based on results submitted by the Applicant institution on the 2019 Developmental Education Program Survey (DEPS). Proposed Project Director and appropriate staff should review the Institutional Profile to ensure responses accurately reflect corequisite model(s) currently employed at the institution.

- 5.1.3.1** 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.
- 5.1.3.2** If the responses no longer reflect current 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.
- 5.1.4** Applicants and Awarded Applicants must understand and adhere to the policies, guidelines, and recommendations outlined in the most current [HB 2223 FAQ document](#), except that the Applicant agrees to enroll 100% of its eligible students in corequisite model(s). See Section 3.2 for a description of the Multiple Measures model and other non-course options that are required components of the CRSM – 2020 RFA.
- 5.1.5** The planning, implementation, and evaluation of the project must be completed within the Grant Period, which ends on August 31, 2021, unless otherwise agreed upon by the THECB and Awarded Applicant.

6. PROJECT REQUIREMENTS

6.1 FUNDING RESTRICTION

CRSM-2020 funds shall not be substituted for any other funds available to the Applicant or any program or project partners. Awarded funds shall be spent only on expenses that support the CRSM-2020 project as documented in the Applicant’s Budget and Timeline. All funds must be expended in line with this RFA and Rider 32.

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

The project director/co-director 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 co-director to manage and oversee continuous improvement and project evaluation.

Awarded applicants 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.

6.2 ALLOWABLE COSTS AND RESTRICTIONS

6.2.1 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, not to exceed 25% of total budget;

- 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, planning, and implementation (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 supplemental instruction or other required student support strategies;
- Dissemination activities; and
- Professional development activities and/or technical assistance for faculty, student support personnel, reporting/IE personnel, and advisors.

6.2.2 Prohibited Costs. The following kinds of costs shall not be included in the proposed budget or be paid with CRSM-2020 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
- Out-of-state travel (requires THECB prior approval)
- Foreign travel

6.2.3 Budget Changes. Submission of a Budget Change Request and prior written approval from the THECB is required to allow changes to the budget categories, expenditures, or charge of the following costs to the grant:

- Domestic travel not specifically itemized in the Application Budget of the Final Award Budget.
- Other Direct Costs not specifically identified and justified in the Application Budget or the Final Award Budget.
- Budget transfers across the allowable budget categories listed in Subsection 6.2.1 that exceed ten (10) percent of the total Grant Award during the Grant Period.

Budget Change Request approval must be received in writing from the Point of Contact for CRSM 2020.

7 AWARD SELECTION CRITERIA

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.

7.1 APPLICATION SCREENING

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 the agency's strategic goals for higher education.
- 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.

7.2 PRIORITY CRITERIA FOR AWARD SELECTION

Not applicable

7.3 GENERAL CRITERIA FOR AWARD SELECTION

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 G, Scoring Rubric.

7.4 RECOMMENDATION FOR FUNDING

THECB staff shall make a recommendation of selected Applicants to be funded to the Commissioner of Higher Education, who will submit his funding decision to THECB Board members for their final approval as consistent with THECB Rule 1.16.

8 APPLICATION FORMAT AND CONTENT

An Application must include the elements described in Subsections 8.1 through 8.7 of this RFA.

In completing the Application, applicants should provide sufficient information to allow reviewers to clearly evaluate the Application based on the selection criteria described in Section 7.2 and 7.3 of this RFA.

A strong application must include evidence of the current and anticipated impact of the corequisite model(s) at the Applicant's institution inclusive of outcomes data as evidence of impact. Applicants should also provide sufficient detail to support the need for the proposed project and the anticipated impact of the project on student success outcomes at the institution (college-readiness, first-college-level-course completions, etc.). Last, a strong application will clearly outline a plan of action, how funds will be expended to reach the desired outcomes (Section 3.2) of this solicitation, and an evaluation plan that promotes an efficient and effective project.

8.1 CERTIFICATION OF APPLICATION INFORMATION

The Certification Page provides a signature by an authorized institutional representative to certify the accuracy and completeness of information submitted in the Application. The signatory must be an individual who is legally authorized to bind the Applicant institution.

8.2 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 3 Eligibility Requirements.

An Applicant must include the following required Program Components in each proposed CRSM-2020 application:

- 8.2.1 60x30TX SUPPORT.** In support of [60x30TX](#), Awarded Applicants must include information on how marketable skills are introduced, supported, and/or promoted in their selected model(s).
- 8.2.2 INTEGRATION OF TEXAS COLLEGE AND CAREER READINESS STANDARDS (CCRS).** Curriculum and instruction for a program must incorporate the revised 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.
- 8.2.3 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.
- 8.2.4 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.
- 8.2.5 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 F) as part of their application. Awarded Applicants will

submit interim and annual reports. Reporting format will be provided by THECB to Awarded Applicant. Reporting requirements for Awarded Applicants will be finalized in contract negotiations.

- 8.2.6 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 total grant award toward the salary for this position.
- 8.2.7 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.
- 8.2.8 DISSEMINATION ACTIVITIES.** Awarded Applicants will disseminate information about the outcomes of project that show promise for scalability to institutions around the state.
- 8.2.9 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.

8.3 PROJECT WORK PLAN AND TIMELINE

Project Work Plan should include the Project Goal Statement, objectives, activities, and outcomes. Generally, each objective would be supported by one or more activity, process, or deliverable. If the Applicant is selected for an Award, it is expected that the Project Work Plan will be more fully developed and expanded over the course of the grant period, in conjunction with project reporting and verification requirements. The timeline for the project will be negotiated between Awarded Applicants and the THECB.

8.3.1 Project Goal Statement

The Project Goal Statement shall identify the ultimate outcome of the project.

8.3.2 Major Project Objectives and Expected Outcomes

Major Project Objectives measure the progress toward the project goal. Objectives should be specific and measurable. Applicants should include project objectives and expected outcomes that support achievement of the project goal identified in Section 8.3.1. The expected outcomes should be clearly articulated, relate to the objective and include appropriate measures for assessment of those objectives (see Appendix F).

8.4 PROJECT EVALUATION

Project evaluation is incorporated into the Project Work Plan. Awarded Applicants must document status of expected outcomes during required project reporting. After the end of the funding period, Awarded Applicants must report on the final outcome of each identified project objective. Section 10 provides detail on grant reporting requirements.

The THECB may conduct an evaluation to assess the statewide effectiveness of the program/project. (see Appendix F)

8.5 BUDGET

Applicant must complete the Budget. The budget must include:

- A reasonable estimate of funds expenditures over the Grant Period
- Amounts and justification of allowable funds expenditures by category and year (Refer to Section 6.2)
- Any available matching funds by source and amount

THECB shall negotiate a Final Award Budget with each Awarded Applicant (see Appendix E)

8.6 EVIDENCE OF LEADERSHIP COMMITMENT

Provide documentation as evidence of project commitment of Applicant's Leadership. Such documentation should be in the form of Letters of Commitment from Applicant's senior management and, if applicable, from leadership of Applicant's facility and/or educational and community partners, as applicable.

8.7 ATTACHMENTS

The only attachments authorized for inclusion with the application under this solicitation are those required or requested.

9 DISTRIBUTION OF AWARD FUNDS

9.1 ISSUANCE OF GRANT AWARDS

Following all negotiations between the THECB and Applicants and the announcement of awards, the Awarded Applicants will receive an electronic copy of the THECB's ETEP Notice of Grant Award (NOGA), which will take effect on the day the NOGA is fully executed, or on July 1, 2020, whichever is later. Throughout this RFA, the terms "NOGA," "Award," "Contract", and "Grant" are used interchangeably.

The Contract must be executed by an individual authorized to enter into a contract on behalf of the Applicant. Upon execution of a Contract resulting from this RFA, the term "Applicant" shall have the same meaning as "Awarded Applicant" or "Grantee." The Texas Higher Education Coordinating Board, a state agency, may also be referred to as the "THECB," "Board," or "Agency." At times, THECB or "Board" and Contractor are referred to singularly as "Party" and collectively as "Parties." Likewise, the terms "Request for Applications" and "Application" shall have the same meaning as the term "Contract" or "Agreement."

9.2 "DISCLOSURE OF INTERESTED PARTIES" REQUIREMENT

The THECB may not execute a contract/grant requiring approval of the Board Chair, Vice Chair, and Committee Chair until the non-state Business Entity has presented a certificate disclosing interested parties. For-profit organizations, not-for-profit organizations, and private institutions selected for an award must complete this requirement before a grant award contract can be executed. Further information relating to Disclosure of Interested Parties is provided in Section 11.25 of this RFA.

9.3 FUNDS DISBURSEMENT AND PAYMENT TERMS

Subsequent to full NOGA execution and THECB receipt of the Disclosure of Interested Parties as applicable, Grant Award funds will be disbursed according to the following provisions of this RFA.

CRSM-2020 Grants are funded through state general appropriations. Awarded Applicant shall receive payments through the Texas Comptroller of Public Accounts. The THECB shall not disburse awarded funds until the NOGA has been fully executed and, if applicable, the Disclosure of Interested Parties has been received and acknowledged by the THECB, as described in Section 9.2. OR until submitted expenditure reports have been approved by the THECB for payment.

After full NOGA execution and THECB receipt of the Disclosure of Interested Parties, as applicable, awarded funds as outlined in the NOGA are payable to enable the Grantee to fully perform the Services described in its Application.

At the THECB's sole discretion, the second year of grant funding is contingent upon the Awarded Applicant using grant funds appropriately, meeting project benchmarks, and producing expected outcomes in the first year of the Grant Period.

Awarded Applicant must submit the first Project Progress Report and Interim Expenditure Report by the deadlines established in Section 10 Monitoring and Reporting Requirements. The second-year funding of the remainder of the award will be payable after approval and acceptance of these reports by THECB staff.

All grant-related expenses must be incurred on or prior to August 31, 2021. Any grant funds received by Grantee and not expended prior to the end of the Grant Period shall be returned to THECB within ninety (90) days, unless otherwise agreed by THECB and Grantee.

Awarded Applicant shall not expend awarded funds until the NOGA has been fully executed.

9.4 LAST DAY OF EXPENDITURES

All allowable grant-related expenses must be incurred on or before August 31, 2021. Expenses incurred after this date cannot be charged to CRSM-2020.

9.5 RETURN OF UNEXPENDED FUNDS

Awarded Applicants shall return any unexpended funds to THECB within ninety (90) days after the end of the Grant Period days unless otherwise agreed by THECB and Grantee.

Awarded Applicant shall return any remaining funds promptly, if Award is terminated.

9.6 GRANT EXTENSION

Extension of the Grant Period for the project may be granted at the sole discretion of THECB. An Awarded Applicant may be eligible to request a maximum 6-month no-cost grant extension to fully complete grant project activities and goals. Awarded Applicant must request an extension by email to the point of contact for CRSM-2020 no later than June 31, 2021.

Extensions are subject to the availability of appropriated funds and to the eligibility requirements.

If additional funding is available to support CRSM-2020, the THECB Point of Contact will notify eligible grantees. Additional documentation and/or work may be required.

10 MONITORING AND REPORTING REQUIREMENTS

10.1 MONITORING

The THECB staff shall monitor and oversee CRSM-2020 progress and compliance through required reporting to ensure that grant commitments are fulfilled and that the financial matters related to the grant award are accurate and appropriate. Awarded Applicant shall be required to

complete the CRSM-2020 reports listed in Sections 10.2 and 10.3 as a result of this RFA. The THECB will provide a template and instructions for electronic submission for required reports.

Delinquent and unaccepted reports may affect Awarded Applicant's eligibility to apply for future THECB grant awards.

10.2 PROJECT/PROGRAM NARRATIVE REPORTS

Awarded Applicant shall submit 2 written project/program reports as specified by the THECB on or before the following dates:

1. Interim Project Report due February 1, 2021.
2. Final Project Report due June 1, 2021

Project/Program Reports will generally include, but may not be limited to:

(a) Narrative status report on the development of a Program Name program.

(b) Project Work Plan. The work plan submitted with the Applicant's Application shall be updated and supplemented for each interim report and for the final report.

10.3 FINANCIAL REPORTS

Awarded Applicant shall submit financial expenditure reports as specified by the THECB as part of the Interim and Final Project Reports outlined in Section 10.2. THECB staff will provide details regarding form and submission guidelines within one month of due dates.

11. TERMS AND CONDITIONS

11.1 TERMINATION

Notwithstanding the termination or expiration of this Contract, the provisions of this Contract regarding confidentiality, indemnification, transition, records, right to audit and independent audit, property rights, dispute resolution, invoice and fees verification, provision of services, and default shall survive the termination or expiration dates of this Contract.

11.1.1 Convenience of the State

THECB, in its sole discretion, may terminate this Grant Award/Agreement upon one (1) calendar day's written notice to Grantee. Such notice will be provided in accordance with Section 11.36, Notice, of this Grant Award/Agreement. In the event of such termination, the Grantee shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. THECB will be liable only for payments for any deliverables received from or services performed by the Grantee before the termination date.

11.1.2 Termination for Cause

THECB may, by written notice to Grantee, immediately terminate this Grant Award/Agreement for cause if: (a) THECB is not reasonably satisfied with Grantee's Services; (b) default or abandonment by Grantee occurs; or (c) Grantee fails to comply fully with any term or condition of this Grant Award/Agreement, through no material fault of THECB. If THECB deems it appropriate under the circumstances, THECB will provide a three (3) business day advance written notice of intent to terminate to Grantee, and THECB will provide Grantee with an opportunity for consultation with THECB prior to termination during that three (3) business day period.

If Grantee fails or refuses to perform its obligations under this Grant Award/Agreement, THECB may exercise any and all rights as may be available to it by law or in equity. In the event THECB exercises its right to terminate for cause, Grantee is responsible for paying damages to THECB including but not limited to re-procurement costs (if applicable), and any other consequential damages to the State of Texas and THECB resulting from Grantee's non-performance.

11.1.3 Abandonment or Default

If the Grantee Abandons or Defaults on the Grant Award/Agreement, THECB reserves the right to terminate the Grant Award/Agreement without notice and either re-solicit or re-award the Grant Award/Agreement to the next best responsive and responsible Grant Applicant. The defaulting Grantee will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work significantly changed. The period of suspension will be determined by THECB based on the seriousness of the default.

11.1.4 Applicable Law and Conforming Amendments

THECB may terminate this Grant Award/Agreement immediately upon notice to Grantee in the event federal or state law is enacted, amended, or judicially interpreted so as to render continued fulfillment of the Grant Award/Agreement, on the part of THECB, wholly unreasonable or impossible. THECB reserves the right, at its sole discretion, to unilaterally amend this Grant Award/Agreement throughout the Grant Award/Agreement Term to incorporate any modifications necessary for THECB's compliance, as an agency of the State of Texas, with all applicable state and federal laws, rules, regulations, requirements, and guidelines.

11.1.5 Excess Obligations (Non-Appropriation)

The Grant Award/Agreement is subject to termination or cancellation, without penalty to THECB, either in whole or in part, subject to the availability of state funds.

11.1.6 Effect of Termination

Upon any termination, all indemnities, including without limitation those set forth in this Grant Award/Agreement, as well as Grant Award/Agreement provisions regarding confidentiality, records retention, right to audit, ownership, and dispute resolution, shall survive the termination of this Grant Award/Agreement for any reason whatsoever and shall remain in full force and effect. In the event of any termination, Grantee shall, unless otherwise mutually agreed upon in writing, cease all Services immediately upon the effective date of termination, except such Services that THECB deems are necessary to wind-up in a cost-effective manner. For any termination by THECB other than termination for non-appropriation, THECB shall be liable to Grantee for only that portion of the Services authorized by THECB and which have been completed prior to the effective date of termination, provided that THECB shall not be liable for any work performed that is not acceptable to THECB and/or does not meet Grant Award/Agreement requirements, plus any necessary work deemed appropriate by THECB to cost-effectively wind-up.

11.1.7 Transfer of Duties

In the event of termination, Grantee will provide reasonable cooperation to transfer its duties under the Grant Award/Agreement to another entity without disruption, if applicable.

11.2 AMENDMENT

This Grant Award/Agreement may be modified only by written amendment executed by the Parties hereto; however, any amendment of this Grant Award/Agreement that conflicts with the laws of the State of Texas shall be void ab initio.

11.3 INDEMNIFICATION

(THIS SECTION DOES NOT APPLY TO STATE AGENCIES)

Acts or Omissions: GRANTEE SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THECB AND THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, OTHER 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 GRANT AWARD/AGREEMENT AND ANY PURCHASE ORDERS ISSUED UNDER THE GRANT AWARD/AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE ATTORNEY GENERAL OF THE STATE OF TEXAS IF THECB AND/OR THE STATE OF TEXAS AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, OTHER CONTRACTORS, ASSIGNEES, AND DESIGNEES ARE A NAMED DEFENDANT IN ANY LAWSUIT AND THE GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE OF THE OFFICE OF THE ATTORNEY GENERAL. GRANTEE AND THECB AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

11.4 SOVEREIGN IMMUNITY

The Parties stipulate and agree that no provision of, or any part of this Grant Award/Agreement between THECB and Grantee, or any subsequent amendment 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 THECB 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 State of Texas and the United States. The State of Texas and THECB do not waive sovereign immunity by entering into this Grant Award/Agreement and specifically retain such immunity and all defenses available to them under the laws of the State of Texas or the common law.

11.5 ASSIGNMENT

Grantee shall not assign its rights under the contract or delegate the performance of its duties under the Grant Award/Agreement without prior written approval from the THECB. Any attempted assignment in violation of this provision is void and without effect.

11.6 DELEGATION OR SUBCONTRACTING

Unless as otherwise provided for in this Grant Award/Agreement, no contractual rights, interest, or obligation shall be delegated or subcontracted by Grantee without prior written approval of THECB. No delegation or subcontract approved by THECB shall relieve Grantee of any obligation

or responsibility under this Grant Award/Agreement. It is the Parties' intent that to the extent subcontracting is approved by THECB, Grantee shall make a good faith effort to subcontract with Historically Underutilized Business(es) (HUB), as defined in Texas Government Code §2161.001(2), during the performance of this Grant Award/Agreement. The goal of the HUB program is to promote full and equal business opportunities for all businesses contracting with the State of Texas.

11.7 RIGHT TO AUDIT AND RECORDS RETENTION

Grantee understands that acceptance of funds under this Grant Award/Agreement, or indirectly through a subcontract under this Grant Award/Agreement, acts as acceptance of the authority of the State Auditor's office, THECB or any successor agency, as well as any external auditors selected by the State Auditor's office, THECB or, in agreements involving federal funds, any auditors selected by the United States, including, but not limited to the cognizant federal agencies and/or federal Offices of the Inspector General (collectively referred to as "Audit Entities"), to conduct an audit or investigation in connection with those funds. Grantee further agrees to cooperate fully with the above parties in the conduct of the audit or investigation, including promptly providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Grantee and the requirements to cooperate is included in any subcontract it awards.

Grantee shall maintain its records and accounts in a manner which shall assure a full accounting for all funds received and expended by Grantee in connection with the Grant Project. These records and accounts (which includes all receipts of expenses incurred by Grantee) shall be retained by Grantee and made available for inspecting, monitoring, programmatic or financial auditing, or evaluation by 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 Grant Award/Agreement or the date of receipt by THECB of Grantee's final claim for payment or final expenditure report or until any litigation/billing issues are resolved, whichever is later. If an audit has been announced, the records shall be retained until such audit has been completed. Grantee shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to the Services provided in this Grant Award/Agreement. Grantee and any subcontractors shall provide any Audit Entities with any information such entity deems relevant to any monitoring, investigation, evaluation, or audit.

Grantee's failure to comply with this subsection (Right to Audit and Records Retention) shall constitute a material breach of this Grant Award/Agreement and shall authorize THECB and the State of Texas to immediately assess appropriate damages for such failure. THECB reserves the right to require the reimbursement of any over-payments determined as a result of any audit or inspection of records on work performed under this Grant Award/Agreement. Grantee shall reimburse THECB for any over-payments within thirty (30) calendar days of receipt of THECB's written notice.

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.

11.8 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.

11.9 UNIFORM GRANT MANAGEMENT STANDARDS (UGMS)

Grantee agrees to follow the UGMS, including all of its applicable conditions and State Assurances ("UGMS"). UGMS is herein incorporated for all purposes into this Agreement. All applicable conditions and uniform assurances can be found at <https://comptroller.texas.gov/purchasing/grant-management/>.

11.10 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.

11.11 SITE VISITS

Throughout the Grant Period, the THECB and/or its representatives shall have the right to make site visits to review the CRSM - 2020 operations and accomplishments.

11.12 SUPPLANTING PROHIBITION

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

11.13 CARRYOVER OF FUNDS

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

11.14 APPLICABLE CONDITIONS AND UNIFORM ASSURANCES

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/>.

11.15 STATE AUDITOR'S RIGHT TO AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the agreement or indirectly through a subcontract under the Grant Award/Agreement. The acceptance of funds directly under the Grant Award/Agreement or indirectly through a subcontract under the Grant Award/Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

11.16 CHILD SUPPORT OBLIGATION FAMILY CODE APPLICABILITY

By signing this Grant Award/Agreement, Grantee certifies that under Section 231.006, Family Code, Grantee is not ineligible to receive payment under this Grant Award and acknowledges that this Grant Award/Agreement may be terminated and payment may be withheld or recouped if this certification is inaccurate. If this certification is shown to be false, Grantee is liable to THECB for attorneys' fees, the costs necessary to complete the Grant, including the cost of advertising and awarding a second grant award/agreement, and any other damages provided by law or Grant Award/Agreement. Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this Grant Award/Agreement, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Grant Award/Agreement may be terminated and payment may be withheld if this certification is inaccurate.

11.17 DISPUTE RESOLUTION

If THECB determines that any work product is not acceptable, THECB shall notify Grantee of the specific deficiencies in writing. Grantee shall then undertake all steps necessary to correct any deficiencies at no additional cost to 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 THECB and Grantee to attempt to resolve any claim for breach of Contract. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under the Grant Award/Agreement.

11.18 PUBLIC DISCLOSURE

Grantee understands and agrees that no public disclosures or news releases pertaining to this Agreement, including any results, findings or reports conducted to fulfill requirements of this Grant Award/Agreement, shall be made without prior written approval of THECB.

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.

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.

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.

Any written publication shall be sent electronically to the THECB Point of Contact.

11.19 CONFIDENTIALITY, PUBLIC INFORMATION ACT, AND FERPA

Notwithstanding any provisions of this Grant Award/Agreement to the contrary, Grantee understands that as a Texas state agency, THECB is subject to and will comply with the Texas Public Information Act, Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. Grantee will cooperate with THECB in the production of documents responsive to any such requests under the Public Information Act at no additional charge to THECB.

11.19.1 Public Information Act

THECB will make a determination whether to submit a Public Information Act request to the Attorney General. This Grant Award/Agreement and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. Grantee will notify THECB's contact within 24 hours of receipt of any third-party requests for information it receives relating to this Grant Award/Agreement. In accordance with Section 2252.907 of the Texas Government Code, Grantee is required to make any information created or exchanged with the State pursuant to this Grant Award/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 and shall cooperate with THECB in doing so. Grantee agrees to maintain the confidentiality of information received from THECB and the State of Texas during the performance of this Grant Award/Agreement, including information which discloses confidential personal information particularly, but not limited to, social security numbers. Grantee will not disclose any information to which it is privy under this Grant Award/Agreement without the prior written consent of THECB. Grantee will indemnify and hold harmless the State of Texas, its officers and employees, and THECB, its officers and employees for any claims for damages that arise from the disclosure by Grantee of information also held by the State of Texas or THECB to which Grantee is privy under this Grant Award/Agreement.

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 on 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.

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 Grant is awarded. The production of any material under the Grant shall not have the effect of violating or causing the THECB to violate any law, including the Texas Public Information Act.

11.19.2 FERPA

Grantee agrees to comply with the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Section 1232g, and the implementing federal regulations, 34 CFR Part 99.

11.19.3 Protection of Confidential Data (Covered Data and Information)

Grantee agrees to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in the Family Educational Rights and Privacy Act (34 CFR § 99.33 (a)(2)) and with the terms set forth in Section 11, TERMS and CONDITIONS. 34 CFR 99.33 (a)(2) states that the officers, employees, and agents of a party that receive education record information from THECB may use the information, but only for the purposes for which the disclosure was made.

11.19.4 Acknowledgment of Access to Covered Data and Information (CDI)

Grantee acknowledges that the Grant Award/Agreement allows the Grantee access to CDI.

11.19.5 Prohibition on Unauthorized Use or Disclosure of CDI

Grantee agrees to hold CDI in strict confidence. Grantee shall not use or disclose CDI received from or on behalf of THECB except as permitted or required by the Grant Award/Agreement, as required by law, or as otherwise authorized in writing by THECB. Grantee agrees not to use CDI for any purpose other than the purpose for which the disclosure was made.

11.19.6 Return or Destruction of CDI

Upon termination, cancellation, expiration or other conclusion of the Grant Award/Agreement, Grantee shall return all CDI to THECB or, if return is not feasible, destroy any and all CDI. If the Grantee destroys the information, the Grantee shall provide THECB with a certificate confirming the date of destruction of the data.

11.19.7 Breach

Any violation of these FERPA provisions by Grantee shall be deemed a material breach of the Grant Award/Agreement.

11.19.8 Maintenance of the Security of Electronic Information

Grantee shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted CDI received from, or on behalf of THECB. These measures will be extended by contract to all subcontractors used by Grantee.

11.19.9 Reporting of Unauthorized Disclosures or Misuse of Covered Data and Information

Grantee shall, within one hour of discovery, report to THECB any use or disclosure of CDI not authorized by this Grant Award/Agreement or in writing by THECB. Grantee's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the CDI used or disclosed, (iii) who made the unauthorized use and who received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any

deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as requested by THECB.

11.20 INFRINGEMENTS

GRANTEE SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS, THECB AND THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, OTHER CONTRACTORS, ASSIGNEES, OFFICERS, AND 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 GRANT/AWARD 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 OF THE STATE OF TEXAS IF THECB AND/OR THE STATE OF TEXAS AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, OTHER CONTRACTORS, ASSIGNEES, AND DESIGNEES ARE A NAMED DEFENDANT IN ANY LAWSUIT AND THE GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE OF THE OFFICE OF THE ATTORNEY GENERAL. GRANTEE AND THECB AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

Grantee shall have no liability under this section if the alleged infringement is caused in whole or in significant part by: (i) THECB's 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 by THECB without Grantee's 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 by a person or entity other than the Grantee, or (v) any use of the product or service by THECB that is not in substantial conformity with the terms of any applicable license agreement.

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.

11.21 OWNERSHIP/WORK MADE FOR HIRE

For purposes of this Grant Award, the term "Work" or "Work Product" is defined as all work papers, work products, materials, approaches, designs, specifications, systems, software, programs, source code, documentation methodologies, concepts, intellectual property or other property developed, produced or generated in connection with the services provided under the contract.

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.

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.

Grantee shall ensure that this provision, "Ownership/Work Made for Hire," is contained in any subcontract Grantee is authorized by THECB to award. Grantee shall not use, willingly allow, or cause to have such Work used for any purpose other than the performance of Grantee's obligations under this Grant Award/Agreement without the prior written consent of THECB; provided, however, that Grantee shall be allowed to use non-confidential materials for writing samples in pursuit of work or for other governmental or educational purposes.

11.22 GOVERNING LAW AND VENUE

The Grant Award/Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the Awarded Applicant.

11.23 ADDITIONAL GRANTEE RESPONSIBILITIES

Grantee shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of this Grant Award/Agreement, including applicable workers compensation laws, compensation statutes and regulations, and licensing laws and regulations. When requested to do so by THECB, Grantee shall furnish THECB with satisfactory proof of its compliance. Grantee shall be responsible for damage to THECB's equipment, and/or the workplace and its contents, by its, or its subcontractors' work, negligence in work, personnel, and equipment. Grantee shall be responsible and liable for the safety and health of its employees and contractors while they are performing work for THECB under this Grant Award/Agreement. Grantee shall provide all labor and equipment necessary to furnish the deliverables or perform the Services. All employees of Grantee shall be a minimum of 18 years of age and experienced in the type of work to be performed. Grantee shall permit no visitors or relatives of Grantee's employees and contractors on THECB's property unless they also are bona fide employees or subcontractors of Grantee.

Grantee hereby covenants, represents and warrants that Grantee (including, for purposes of this section, its employees, consultants, subcontractors, and agents) (1) has the technical expertise and general skills necessary to perform competently and professionally the Services in

accordance with this Grant Award/Agreement, (2) is not a party to or bound by any agreement, obligation, or understanding which restricts or limits in any way Grantee's right to enter into this Grant Award/Agreement or Grantee's right or ability to perform Grantee's obligations under this Grant Award/Agreement, (3) shall not use the trade secrets, intellectual property rights, copyrights, or other proprietary rights of any third party in the performance of Grantee's obligations under this Grant Award/Agreement without having first lawfully obtained the right, in writing, to do so, and (4) has the necessary equipment, facilities and workers to perform Grantee's obligations under this Grant Award/Agreement.

11.24 CONFLICT OF INTEREST

Grantee represents and warrants that Grantee, its principals, employees, or subcontractors have no potential conflict of interest in providing Services to THECB under this Grant Award/Agreement, and that the provision of Services under this Grant Award/Agreement does not create an appearance of impropriety. Failure to disclose a conflict of interest, at any time during the duration of this Grant Award/Agreement, shall be cause for termination of this Grant Award/Agreement. Grantee represents and warrants that the provision of deliverables and services or other performance under the Grant Award/Agreement will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

11.25 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 for-profit or nonprofit. The Texas Ethics Commission (TEC) has 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, print and sign before sending a final copy to the THECB at Contracts@THECB.state.tx.us. The TEC portal link can be found at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

11.26 FINANCIAL INTERESTS AND GIFTS

Grantee represents and warrants that neither Grantee nor any person or entity that will participate financially in this Grant Award/Agreement has received compensation from THECB or any agency of the State of Texas for participation in preparation of specifications for this Grant Award/Agreement.

11.27 ANTITRUST

The undersigned affirms under penalty of perjury of the laws of the State of Texas that (1) in connection with this Grant Award/Agreement, neither I nor any representative of the Grantee have violated any provision of the Texas Free Enterprise and Antitrust Act, Texas Business and Commerce Code Chapter 15; (2) in connection with this Grant Award/Agreement, neither I nor any representative of the Grantee have violated any federal antitrust law; and (3) neither I nor any representative of the Grantee have directly or indirectly communicated any of the contents of this Grant Award/Agreement to a competitor of the Grantee or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Grantee.

11.28 EQUAL OPPORTUNITY

Grantee represents and warrants that it shall not discriminate against any person on the basis of race, color, national origin, religion, political belief, sex, age, or disability in the performance of this Grant Award/Agreement.

11.29 INDEPENDENT CONTRACTOR

Grantee shall be an independent contractor in all matters relating to this Grant Award/Agreement. Grantee and its employees, agents, and subcontractors shall not be deemed or construed to be the employees or agents of THECB for any purposes whatsoever. Grantee agrees and acknowledges that Grantee, its employees and agents, and Grantee's subcontractors are independent contractors of THECB and/or the State of Texas and are not employees of THECB or the State of Texas, and Grantee agrees that it shall have complete responsibility in the area of employment law and relations regarding its own employees, contractors, and agents, including but not limited to: wrongful discharge lawsuits, unemployment issues, workers' compensation, employment taxes, any other benefits and reimbursement due to losses in these areas. Consistent therewith, Grantee agrees that it shall make its own arrangements to provide its employees with all necessary employee benefits, including unemployment and workers' compensation benefits, and THECB is, in no way, a party to such arrangements. Regarding its employees, Grantee shall have the sole authority to hire, fire, transfer, train, evaluate, discipline, pay and assign work.

Grantee agrees and acknowledges that Grantee and Grantee's employees or assistants shall not be entitled to any State of Texas benefit on account of the services provided hereunder. If THECB or the State of Texas shall nonetheless become liable for such payments or obligations, Grantee shall promptly pay or reimburse THECB or the State of Texas for such liability or obligation.

11.30 ELIGIBILITY/AUTHORIZATION TO WORK IN THE UNITED STATES

Grantee shall ensure that all personnel provided to perform work under this Grant Award/Agreement 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 including any amendments already adopted or as may be adopted hereafter, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 including any amendments already adopted or as may be adopted hereafter. Grantee shall maintain written records on all personnel provided under the Grant Award/Agreement and shall provide such records to THECB upon request. Failure to maintain and provide records upon request shall represent a material breach of this Grant Award/Agreement and THECB shall have the right to terminate the Grant Award/Agreement for cause. Grantee shall ensure this section is included in all subcontracts it is authorized by THECB to enter.

11.31 TAXES/ WORKERS' COMPENSATION/UNEMPLOYMENT INSURANCE – INCLUDING INDEMNITY

GRANTEE AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS GRANT AWARD/AGREEMENT, GRANTEE SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF GRANTEE'S AND GRANTEE'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCE OF THIS GRANT AWARD/AGREEMENT. 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 OF TEXAS 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 THEIR OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES AND DESIGNEES 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 GRANT AWARD/AGREEMENT. GRANTEE SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE THE ATTORNEY GENERAL OF THE STATE OF TEXAS IF THECB AND/OR THE STATE OF TEXAS AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, OTHER CONTRACTORS, ASSIGNEES, AND DESIGNEES ARE A NAMED DEFENDANT IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE OF THE OFFICE OF THE ATTORNEY GENERAL. GRANTEE AND THECB AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

Applicant shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations (including the THECB rules relating to CRSM - 2020 as codified in Title 19, Part 1 of the Texas Administrative Code) 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.

11.32 PROHIBITION ON USE OF FUNDS FOR LOBBYING

Grantee represents and warrants that THECB's payments and Grantee's receipt of appropriated or other funds under this Grant Award/Agreement are not prohibited by Texas Government Code, Sections 556.005 or 556.008.

11.33 BUY TEXAS

In accordance with Section 2155.4441 of the Texas Government Code, Grantee agrees that during the performance of a Grant Award/Agreement for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.

11.34 PROVISION OF SERVICES

If applicable, upon any request by THECB for the provision of any Services for which THECB has made payment, Grantee shall immediately provide such Services to THECB. Any failure to provide such Services immediately shall be considered a material breach of this Grant Award/Agreement.

11.35 FORCE MAJEURE

THECB may grant relief from performance of this Grant Award/Agreement if Grantee 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 Grantee. The burden of proof for the need of such relief shall rest upon the Grantee. Grantee 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.

11.36 NOTICE

Form of Notice. All notices and other communications in connection with this Grant Award/Agreement shall be in writing.

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 Grant Award/Agreement, or to the address that a party has notified to be that party's address for the purposes of this section.

Receipt of Notice. A notice in accordance with this Grant Award/Agreement will be effective upon receipt by the party to which it is given or, if mailed by registered or certified mail, upon the earlier of receipt or the third business day following mailing.

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.

11.37 FALSE STATEMENTS AND BREACH OF REPRESENTATIONS

Grantee represents and warrants that all statements and information prepared and submitted to the THECB are current, complete, true, and accurate. Submitting a false statement or material misrepresentations made during the performance of a Grant Award/Agreement is a material breach of contract and may void the Grant Award/Agreement.

11.38 SEVERABILITY AND WAIVER

The invalidity, illegality, or unenforceability of any provision of this Grant Award/Agreement shall in no way affect the validity, legality, or enforceability of any other provisions.

Each and every right granted to the Parties 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 THECB or Grantee 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. Neither THECB's review, approval, acceptance of, nor payment for any of the Services provided in this Grant Award/Agreement shall be construed to operate as a waiver of any rights under the Grant Award/Agreement, or of any cause of action arising out of the performance of the Services required by the Grant Award/Agreement.

11.39 HUMAN TRAFFICKING PROHIBITION

Under Section 2155.0061 of the Texas Government Code, Prohibition on Certain Bids and Contracts Related to Persons Involved in Human Trafficking, the Grantee certifies that the individual or business entity named in this Grant Award/Agreement is not ineligible to receive the specified contract and acknowledges that this Grant Award/Agreement may be terminated and payment withheld if this certification is inaccurate.

11.40 FOREIGN TERRORIST ORGANIZATIONS

Grantee represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

11.41 SYSTEM FOR AWARD MANAGEMENT

THECB is federally mandated to adhere to the directions provided in the President’s Executive Order 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism and any subsequent changes made to it. Grantee certifies that Grantee is in compliance with the State of Texas statutes and rules relating to procurement and that Grantee 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>.

11.42 NOTIFICATION OF CONTRACT

(Only applies to Employees of a Texas state agency or any institution of higher education.)

THECB will send notification to the key personnel’s employer, if the personnel are otherwise employed outside of their contracted work with THECB.

11.43 INSURANCE

If applicable, grantee agrees to maintain at its expense insurance as required for the work being performed under this Grant Award/Agreement. Such insurance will protect 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 ten (10) business days of award of contract, provide THECB with current certificates of insurance or other proof acceptable to THECB of the following insurance coverage:

Grantee must maintain Workers' Compensation insurance coverage in accordance with statutory limits.

Minimum Required Amounts of Insurance Coverage	
Type of Insurance	Each Occurrence/Aggregate
Workers’ Compensation	Statutory Limits
Employer’s Liability	
Bodily Injury by Accident	\$1,000,000 Each Accident
Bodily Injury by Disease	\$1,000,000 Each Employee
Bodily Injury by Disease	\$1,000,000 Policy Limit
Commercial General Liability (occurrence based)	Bodily Injury and Property Damage \$1,000,000 Each Occurrence Limit \$2,000,000 Aggregate Limit \$5,000 Medical Expense each person \$2,000,000 Products/Completed Operations Aggregate Limit \$1,000,000 Personal Injury and Advertising Liability \$50,000 Damage to Premises Rented
Automobile Liability All Owned, Hired and Non-Owned Vehicles	\$500,000 Combined Single Limit (for each accident)
Umbrella/Excess Liability	\$1,000,000 Per Occurrence

Note: The required insurance coverage must be issued from a company or companies that:
 (1) Have both a Financial Strength Rating of “A” or better from A.M. Best Company, Inc.; and

- (2) Have a Financial Size Category Class of "VII" or better from A.M. Best Company, Inc.

All insurance policies for required coverage must be issued by companies authorized to do business under the laws of the State of Texas and in a form satisfactory to THECB. All required insurance contracts must:

- (1) Be written on a primary and non-contributory basis with any other insurance coverages Grantee currently has in place; and
- (2) Include a Waiver of Subrogation Clause.

All certificates of insurance for required coverage other than workers compensation and professional liability must name the State of Texas and its Officers, Directors, and Employees as additional insureds.

Grantee shall:

- (1) Provide written notice to THECB by e-mail at Contracts@theeb.state.tx.us and by U.S. First Class Mail to 1200 E. Anderson Lane, Austin, TX 78752, at least 30 calendar days prior to any cancellation, non-renewal, or material change of a required policy;
- (2) Ensure all insurance policies and certificates of insurance for required coverage are written to include all products, services, and locations related to Grantee's performance under the Grant Award/Agreement; and
- (3) Deliver to THECB by e-mail at Contracts@theeb.state.tx.us and by U.S. First Class Mail to 1200 E. Anderson Lane, Austin, TX 78752, all renewal policies at least ten calendar days prior to any expiration of a required policy. All renewal policies and corresponding certificates of insurance must meet all terms set forth in the Grant Award/Agreement.

Grantee must ensure that all provisions of the Grant Award/Agreement concerning liability, duty, and standard of care, together with the indemnification provision, are underwritten by contractual liability coverage sufficient to include such Grantee's obligations under the Grant Award/Agreement.

11.44 KEY PERSONNEL

Grantee shall assign only qualified personnel to this Grant Award/Agreement. Grantee, 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 to accomplish the required Services. Grantee shall provide to THECB prior written notice and obtain written approval from THECB prior to any change in key personnel involved in providing Services under this Grant Award/Agreement. Subcontractors providing services under the Grant Award/Agreement shall meet the same requirements and level of experience as required of Grantee (see "Assignment, Delegation, or Subcontracting" provision for additional conditions regarding subcontracts). No subcontract under this Grant shall relieve Grantee of responsibility for ensuring the required Services are provided. THECB, in its sole discretion, may require Grantee to remove any employee, contractor, subcontractor, or vendor of the Grantee from providing work or services under the Grant Award/Agreement. Grantee shall replace such removed personnel expeditiously so that its services are performed on a timely basis.

Grantee represents and warrants that Grantee has not and Grantee's employees who will be participating in the funded project/program have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, Grantee has fully advised THECB as to the facts and

circumstances surrounding the conviction and has received THECB's prior written consent to proceed.

11.45 DEBTS AND DELINQUENCIES TO THE STATE

Grantee agrees that any payments due under the Grant Award/Agreement shall be applied towards any debt or delinquency that is owed to the State of Texas.

11.46 DECEPTIVE TRADE PRACTICES; UNFAIR BUSINESS PRACTICES

Grantee represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Texas Business and Commerce Code, Chapter 17, or allegations of any unfair business practice, in any administrative hearing or court suit, and further, that if it has been the subject of either or both such allegations, that Grantee has not been found to be liable for any such practices in such proceedings. Grantee certifies that it has no officers who have served as officers of other entities which have been the subject of allegations of Deceptive Trade Practices Act conduct, violations thereof, or allegations of any unfair business practices, in an administrative hearing or court suit and further, that if such officer(s) has been the subject of either or both such allegations, that such officers have not been found to be liable for any such practices in such proceedings.

11.47 SUSPENSION AND DEBARMENT

Grantee certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

11.48 EXCLUDED PARTIES

Grantee certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.

11.49 E-VERIFY

U.S. Department of Homeland Security's E-Verify System

By entering into this Grant Award/Agreement, the Grantee certifies and ensures that it utilizes and will continue to utilize, for the term of this Agreement, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

All persons employed to perform duties within Texas, during the term of the Grant Award/Agreement; and

All persons (including subcontractors) assigned by the Grantee to perform work pursuant to the Grant Award/Agreement, within the United States of America.

11.50 DRUG FREE WORK PLACE

The Grantee shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32

CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the Grantee shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

11.51 NO COMMISSIONS

THECB shall not pay any commissions to Grantee under this Grant Award/Agreement.

11.52 APPLICABLE TAXES

This Grant Award/Agreement shall not be construed so as to supersede the laws of the United States or the State of Texas that accord the State of Texas, THECB, and all departments, agencies, and instrumentalities of the State of Texas exemptions from payment(s) of all taxes of whatever kind. More specifically, to the extent permitted by applicable law, THECB shall not directly or indirectly be liable for taxes of any kind. Grantee represents and warrants that it shall pay all taxes or similar amounts resulting from this Grant Award/Agreement, including, but not limited to, any federal, State, or local income, sales or excise taxes of Grantee or its employees. To the extent permitted by applicable law, THECB shall provide all applicable tax exemption certificates upon the Grantee's request.

11.53 ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY STANDARDS

Effective September 1, 2006, state agencies and institutions of higher education shall procure products which comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 Texas Administrative Code (TAC) Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

Grantee shall provide Department of Information Resources (DIR) with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (<http://www.buyaccessible.gov>). Grantees not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide DIR with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at

<http://www.section508.gov/>.

11.54 SMOKING POLICY

THECB has a policy of being a smoke-free agency. The policy reflects THECB's commitment to providing a healthy environment for all THECB employees and visitors. This policy prohibits smoking within any state building. The Grantee, by acceptance of this Grant Award/Agreement, agrees to abide by this policy when on the property of THECB.

11.55 SUBSTITUTIONS

Substitutions are not permitted without the written approval of THECB.

11.56 CONTRACTING INFORMATION RESPONSIBILITIES

(APPLICABLE FOR CONTRACTS \$1 MILLION AND ABOVE)

Grantee represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552 of the Government Code, may apply to the Grant Award/Agreement and the Grantee agrees that the Grant Award/Agreement can be terminated if the Grantee knowingly or intentionally fails to comply with a requirement of that subchapter.

11.57 CYBERSECURITY TRAINING

Grantee represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.

11.58 DISASTER RECOVERY PLAN

Upon request of THECB, Grantee shall provide the descriptions of its business continuity and disaster recovery plans.

11.59 ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

This Grant Award/Agreement consists of the following documents: the final executed Grant Award/Agreement (including its Exhibits and any Amendments), THECB's Request for Applications (RFA), and the Grantee's response to the RFA.

In the event of conflicts, contradictions, or inconsistencies between or among these documents, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of precedence:

(1) the original Request for Application ("RFA") including any addenda issued, (2) addenda to the Grantee's Application (if any), and (3) Grantee's Application. This Grant Award/Agreement (including its Exhibits and any Amendments) contains the final, complete and exclusive understanding of the Parties, and supersedes all prior contemporaneous, oral or written understandings, representations, and negotiations between Parties relating to the subject matter of this Grant Award/Agreement. The Parties further agree that this Grant Award/Agreement may not in any way be explained or supplemented by a prior or existing course of dealings between the Parties, by usage of trade or custom, or by any prior performance between the Parties pursuant to this Grant Award/Agreement or otherwise.

If 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.

APPENDIX A: CALENDAR OF EVENTS

March 13, 2020	Intent to Apply Due
March 24, 2020, 3 -4 p.m. (CT)	Bidder's Webinar
April 13, 2020	Application Deadline
On or Around April 14, 2020	Confirmation of Application Receipt by THECB
On or Around April 27, 2020	THECB Announces Grant Awards
Upon Execution of Contract	Grant Period Begins
TBA	Revised Budget Plan Due (if applicable)
February 1, 2021	Interim Project Report Is Due to THECB
June 1, 2021	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 [Mathematics and English Language Arts \(ELA\) CCRS](#) were revised in summer 2017.

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 32

32. Developmental Education. Funds appropriated above in Strategy D.1.2, Developmental Education Program, \$1,225,000 in General Revenue for fiscal year 2020 and \$1,225,000 in General Revenue for fiscal year 2021 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 focused on improving advising, acceleration strategies 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 corequisite models, non-course competency-based interventions, emporium/modular models, tutoring and supplemental instruction. 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 annual Developmental Education Program Survey and other Texas Success Initiative (TSI) data to determine the most effective and efficient interventions and submit a report to the Governor, Lieutenant Governor, Speaker of the House, 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, 2021. Any balances remaining as of August 31, 2020, are hereby appropriated for the same purpose for the fiscal year beginning September 1, 2020.

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 2020 College Readiness and Success Models (CRSM-2020) for this institution.
Authorized Signature:	
Printed Name and Title:	
Date:	

APPENDIX E: PROPOSED Budget Form

2020 College Readiness and Success Models (CRSM-2020)

Name of Institution

I. RFA Budget Line Item	II. Item Description	III. Purpose and Explanation	IV. Percent of Time on Project	V. Proposed Budget
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 (e.g., PD/training, learning support software, supplemental instructors, tutors)			
Total ALL Program Costs (Equals 10.6.1 through 10.6.5 above)				\$0.00
2.4	Cost Sharing for Applicant			\$0.00
Total Projected Funding				\$0.00
PROPOSED TOTAL GRANT AWARD (Equals ALL Program Costs Less Cost Sharing)				\$0.00

APPENDIX F

Program Evaluation Plan: Performance Measures and Outcomes

Program Evaluation Plan					
Goal	Activities/Strategies	Expected Outcome(s)	Impact Measures	Stakeholders involved	Methods for collecting data

Please use this form to indicate the following:

1. Goals you are trying to reach;
2. Activities/strategies you plan to implement to reach the goal;
3. Expected outcome(s) by semester fall 2020; spring 2021; summer 2021)
4. Measures you will use to evaluate the impact of each activity/strategy;
5. Stakeholders impacted by this goal;
6. Methods used to gather data. Methods should be both qualitative and quantitative.

APPENDIX G: 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 for screening 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 eligible 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 scope of work deliverables, 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	Proposed work is well-developed, comprehensive and carefully sequenced to reflect a strategy that will increase student success and college completion	Proposed work is developed to a satisfactory level, and is mostly complete	Proposed work is mostly programmatic and focuses on implementation without emphasis on strategy
Evidence-based: Based on evidence of what has worked at the institution, in the state and in the field more generally, to date	Application clearly describes how proposed work reflects actions that are proven to effectively increase student success and college completion	Application is informed by, but not based upon, evidence of which actions are most effective	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 stated 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 to meeting Scope of Work and stated goals	Proposed work builds on demonstrated efforts and commitments to the scope of work deliverables	Applicant has engaged in ongoing work related to deliverables, but proposed work is not aligned with existing work	Applicant has not provided evidence of commitment to meeting scope of work and goals
Proposed work incorporates a clear Professional Developmental plan for relevant personnel, including advisors, tutors, and faculty	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 Sustaining Impact (24 points)			
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	Goals address all areas, but are not ambitious and attainable OR activities/strategies expected outcomes measures of success, and/or methods for collecting data are not appropriately aligned or support achieving the goal	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
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Overall Assessment	High Score (12-16 points)	Medium Score (6-11 points)	Low Score (1-5 points)
Overall Assessment of the Application (16 points)			
Overall assessment of application (max. 16 points)	Application is professionally written, comprehensive, and makes a persuasive case that funding will have a significant impact on furthering the institution's work to achieve stated goals	Application is of satisfactory quality, fairly comprehensive, and will enable the institution to meet most of its stated goals	Application is low quality, incomplete and/or has little or no likelihood of enabling the institution to meet its stated goals
TOTAL PROPOSAL SCORE (100 max. points)			