

Request for Applications

College Readiness and Success Models (CRSM-2024)

2024-2026

RFA No.: 00806

NOTICE OF INTENT DEADLINE:

5:00 p.m. Central Time (CT), August 16, 2024

INQUIRY DEADLINE:

12:00 p.m. CT, August 19, 2024

APPLICATION DEADLINE:

5:00 p.m. CT, August 30, 2024

Table of Contents

| | | |
|-------|--|----|
| 1. | OVERVIEW OF FUNDING OPPORTUNITY | 1 |
| 1.1 | PROGRAM TITLE | 1 |
| 1.2 | SYNOPSIS OF PROGRAM..... | 1 |
| 1.3 | PROGRAM AUTHORITY | 2 |
| 1.4 | POINT OF CONTACT | 2 |
| 1.5 | INQUIRIES..... | 2 |
| 2. | AWARD SUMMARY | 2 |
| 2.1 | MAXIMUM NUMBER OF AWARDS ANTICIPATED AND MAXIMUM AWARD AMOUNT ANTICIPATED | 2 |
| 2.2 | GRANT PERIOD..... | 3 |
| 2.3 | SELECTION FOR FUNDING | 3 |
| 2.4 | APPLICATION TIMELINE..... | 3 |
| 3. | ELIGIBILITY REQUIREMENTS | 3 |
| 3.1 | ELIGIBLE APPLICANT..... | 3 |
| 3.2 | ELIGIBLE PROJECTS..... | 4 |
| 3.3 | PRIORITY PROJECTS | 6 |
| 3.4 | MAXIMUM NUMBER OF APPLICATIONS PER APPLICANT | 6 |
| 3.5 | NOTICE OF INTENT TO APPLY | 6 |
| 4. | APPLICATION SUBMISSION..... | 7 |
| 4.1 | APPLICATION DEADLINE: 5:00 p.m. CT, August 30, 2024 | 7 |
| 4.2 | THECB CONFIRMATION OF APPLICATION RECEIPT | 8 |
| 4.3 | COST OF APPLICATION PREPARATION..... | 8 |
| 4.4 | APPLICATION DELIVERY AND LATE APPLICATIONS..... | 8 |
| 5. | PROGRAM BACKGROUND..... | 9 |
| 5.1 | DETAILED PROGRAM OVERVIEW | 9 |
| 6. | PROJECT REQUIREMENTS..... | 9 |
| 6.1 | FUNDING RESTRICTION | 9 |
| 6.2 | ALLOWABLE COSTS AND PROHIBITED COSTS..... | 10 |
| 6.2.1 | Allowable Cost Categories..... | 10 |
| 6.2.2 | Allowable Costs..... | 10 |
| 6.2.3 | Prohibited Costs..... | 11 |
| 6.2.4 | Budget Changes | 11 |
| 7. | AWARD SELECTION CRITERIA..... | 12 |
| 7.1 | APPLICATION SCREENING..... | 12 |
| 7.2 | PRIORITY CRITERIA FOR AWARD SELECTION..... | 12 |

| | | |
|--------|--|----|
| 7.3 | GENERAL CRITERIA FOR AWARD SELECTION | 13 |
| 7.4 | RECOMMENDATION FOR FUNDING | 14 |
| 8. | APPLICATION FORMAT AND CONTENT | 14 |
| 8.1 | COVER SHEET (FORM 1) | 14 |
| 8.2 | CERTIFICATION AND EVIDENCE OF LEADERSHIP COMMITMENT (FORM 2)..... | 14 |
| 8.3 | GRANT APPLICATION FORM (FORM 3) | 15 |
| 8.4 | PROPOSED BUDGET (FORM 4)..... | 15 |
| 8.5 | PROJECT ASSESSMENT PLAN AND TIMELINE | 15 |
| 8.6 | FINANCIAL VIABILITY [Not applicable and intentionally omitted] | 16 |
| 8.7 | ATTACHMENTS..... | 16 |
| 9. | DISTRIBUTION OF AWARD FUNDS..... | 16 |
| 9.1 | ISSUANCE OF GRANT AWARD | 16 |
| 9.2 | FUNDS DISBURSEMENT AND PAYMENT TERMS | 16 |
| 9.3 | LAST DAY OF EXPENDITURES | 17 |
| 9.4 | RETURN OF UNEXPENDED FUNDS | 17 |
| 9.5 | GRANT EXTENSION..... | 17 |
| 10. | MONITORING AND REPORTING REQUIREMENTS | 17 |
| 10.1 | MONITORING..... | 17 |
| 10.2 | PROJECT/PROGRAM NARRATIVE REPORTS | 18 |
| 10.3 | FINANCIAL REPORTS..... | 18 |
| 10.4 | MULTIPLE MEASURES ASSESSMENT (MMA) DATA FILE | 18 |
| 11. | TERMS AND CONDITIONS..... | 19 |
| 11.1 | Termination | 19 |
| 11.1.1 | Convenience of the State | 19 |
| 11.1.2 | Termination for Cause..... | 19 |
| 11.1.3 | Abandonment or Default..... | 20 |
| 11.1.4 | Applicable Law and Conforming Amendments | 20 |
| 11.1.5 | Excess Obligations (Non-Appropriation) | 20 |
| 11.1.6 | Effect of Termination..... | 20 |
| 11.1.7 | Transfer of Duties | 21 |
| 11.2 | Amendment..... | 21 |
| 11.3 | Sovereign Immunity..... | 21 |
| 11.4 | Assignment..... | 21 |
| 11.5 | Delegation or Subcontracting | 21 |
| 11.6 | Right to Audit and Records Retention..... | 22 |
| 11.7 | Time and Effort Recordkeeping | 23 |
| 11.8 | Texas Grant Management Standards..... | 23 |
| 11.9 | Forms, Assurances, and Reports | 23 |

2024 College Readiness and Success Models

| | | |
|---------|--|----|
| 11.10 | Site Visits | 23 |
| 11.11 | Supplanting Prohibition..... | 23 |
| 11.12 | Carryover of Funds..... | 23 |
| 11.13 | Applicable Conditions and Uniform Assurances | 23 |
| 11.14 | Dispute Resolution..... | 24 |
| 11.15 | Public Disclosure | 24 |
| 11.16 | Confidentiality, Public Information Act, and FERPA | 24 |
| 11.18.1 | Public Information Act | 24 |
| 11.18.2 | Family Educational Rights and Privacy Act..... | 26 |
| 11.18.3 | Protection of Confidential Data (Covered Data and Information) | 26 |
| 11.18.4 | Acknowledgment of Access to Covered Data and Information | 26 |
| 11.18.5 | Prohibition on Unauthorized Use or Disclosure of CDI..... | 26 |
| 11.18.6 | Return or Destruction of CDI | 26 |
| 11.18.7 | Breach | 26 |
| 11.18.8 | Maintenance of the Security of Electronic Information | 26 |
| 11.18.9 | Reporting of Unauthorized Disclosures and/or Misuse of CDI | 27 |
| 11.17 | Ownership/Work Made for Hire | 27 |
| 11.18 | Governing Law and Venue | 28 |
| 11.19 | Additional Grantee Responsibilities | 28 |
| 11.20 | Conflict of Interest | 29 |
| 11.21 | Financial Interests and Gifts | 29 |
| 11.22 | Equal Opportunity | 29 |
| 11.23 | Independent Contractor..... | 29 |
| 11.24 | Eligibility/Authorization to Work in the United States | 30 |
| 11.25 | Prohibition on Use of Funds for Lobbying | 30 |
| 11.26 | Buy Texas..... | 30 |
| 11.27 | Force Majeure | 30 |
| 11.28 | Notice | 30 |
| 11.29 | False Statements; Breach of Representations..... | 31 |
| 11.30 | Severability and Waiver | 31 |
| 11.31 | System for Award Management | 31 |
| 11.32 | Notification of Grant Agreement..... | 32 |
| 11.33 | Insurance..... | 32 |
| 11.34 | Debts and Delinquencies to the State | 33 |
| 11.35 | Suspension and Debarment | 33 |
| 11.36 | E-Verify: U.S. Department of Homeland Security’s E-Verify System | 34 |
| 11.37 | Drug-Free Workplace | 34 |
| 11.38 | No Commissions | 34 |

2024 College Readiness and Success Models

| | | |
|--|---|----|
| 11.39 | Applicable Taxes..... | 34 |
| 11.40 | Electronic and Information Resources Accessibility Standards | 35 |
| 11.41 | Smoking Policy..... | 35 |
| 11.42 | Substitutions..... | 35 |
| 11.43 | Cybersecurity Training | 35 |
| 11.44 | Disaster Recovery Plan..... | 35 |
| 11.45 | Entire Agreement and Order of Precedence | 36 |
| Appendix A: RFA DEFINITIONS..... | | 37 |
| Appendix B: TIMELINE AND REPORTING SCHEDULE | | 39 |
| Appendix C: APPLICATION EVALUATION FORM | | 40 |
| Appendix D: CHECKLIST OF REQUIRED FORMS AND ATTACHMENTS..... | | 41 |
| Appendix E: FORM 1 – COVER SHEET..... | | 42 |
| Appendix F: FORM 2 – CERTIFICATION AND LEADERSHIP COMMITMENT | | 43 |
| Appendix G: FORM 3 - GRANT APPLICAITON | | 44 |
| 1. | Developmental Education Advisory Committee (DEAC)..... | 44 |
| 2. | Scaling Corequisite Enrollments | 45 |
| 3. | Multiple Measures Assessment | 45 |
| 4. | Professional Development | 45 |
| 5. | Priority Criteria for Award Selection (for additional points) | 45 |
| Appendix H: FORM 4 – PROPOSED BUDGET | | 46 |
| Appendix I: FORM 4 – SAMPLE NOTICE OF GRANT AWARD | | 48 |

1. OVERVIEW OF FUNDING OPPORTUNITY

1.1 PROGRAM TITLE

2024 College Readiness and Success Models (“CRSM-2024”)

1.2 SYNOPSIS OF PROGRAM

The 2024 College Readiness and Success Models Program (CRSM-2024) is established to continue scaling effective strategies that promote systemic reforms, to improve student outcomes, and provide professional development opportunities for faculty and staff focused on improving evidence-based practices for advising, acceleration strategies, and completion/transfers of underprepared students. Additionally, CRSM-2024 aligns the goals of the Division of Student Success to support and promote evidenced-based student success programs that positively impact institutional retention rates, credential attainment and graduation rates, and academic achievement.

Texas community colleges and universities find themselves in a time of unprecedented challenge and opportunity. Researchers and other stakeholders have noted that students, especially those from historically underserved and economically disadvantaged populations, are experiencing learning loss and increased outcomes gaps which have been exacerbated due to the COVID-19 pandemic and its aftermath. This impact is also noted in students entering postsecondary institutions of higher education (IHEs) through lower assessment scores and other indicators resulting in a significantly greater need for both academic and wrap-around support services for all students, regardless of their Texas Success Initiative (TSI) status. Building on the requirements set forth in House Bill 2223, 85th(R) Texas Legislature, (HB 2223)), IHEs must place 100% of certain non-exempt, underprepared students in corequisite models. Moreover, to support the continuously changing learning and delivery methodologies, faculty members, including those in adjunct positions, are expected to upskill and retool their own knowledgebase to meet student and institutional expectations for effective and efficient learning opportunities and outcomes. Institutions are breaking traditional silos and collaborating among their various departments and units to enhance creativity and innovation needed to address the challenges and opportunities they face.

This Request for Applications (RFA) strives to address these challenges and opportunities through four (4) components: 1) implementation and scaling of continuous improvement models; 2) strategic expansion of corequisite models to students assessed at TSIA/TSIA2 diagnostic Level 4; 3) multiple measures assessment placement model for college readiness (MMA); and 4) professional development for staff teaching courses or administering programs designed for underprepared students as outlined in Section 3.2 (Eligible Projects).

1.3 PROGRAM AUTHORITY

The statutory authority for the 2024 College Readiness and Completion Models is found in Texas Education Code §61.0762(a)(5), Programs to Enhance Student Success and 88th Leg, HB1, GAA, Article III-62, Rider 28, Developmental Education and Underprepared Student Support.

1.4 POINT OF CONTACT

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

Keylan Morgan, Assistant Director for College Readiness
Student Success Division
Texas Higher Education Coordinating Board
Email: StudentSuccess@highered.texas.gov

1.5 INQUIRIES

All inquiries shall be directed in writing to Point of Contact before August 19, 2024 at 12:00 p.m. (CT). 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. Applicants may only rely on written responses from THECB.

Any information deemed by 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 a Notice of Intent or an Application. All Applicants must acknowledge receipt of all addenda, if any, to this RFA by an email to StudentSuccess@highered.texas.gov.

2. AWARD SUMMARY

2.1 MAXIMUM NUMBER OF AWARDS ANTICIPATED AND MAXIMUM AWARD AMOUNT ANTICIPATED

Contingent upon the amount of appropriation available, THECB expects to award approximately 16 grants (Grant Award) of not more than \$125,000 per Grant Award for the Grant Period (Grant Period). Additional grants may be awarded as available funds allow.

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, 2026, for a 24-month Grant Period. Applicants may have obligations that extend beyond the Grant Period.

At THECB's sole discretion, the second year of funding (September 2025 – August 2026) is contingent upon the Awarded Applicant using the grant funds according to the grant contract terms and conditions, and meeting established benchmarks and deadlines as determined by THECB in the first year (upon execution through August 31, 2025) of the Grant Period.

2.3 SELECTION FOR FUNDING

The funding available to support 2024 College Readiness and Success Models Grants 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. A Calendar of Events for the entire Grant Period is in Appendix B.

| Dates | Application Steps |
|---------------------------|--|
| August 16, 2024 | Notice of Intent Deadline, 5:00 p.m. (CT) (Requested, but not Required) |
| August 19, 2024 | Last day for RFA Inquiries, 12:00 p.m. (CT) |
| August 30, 2024 | Application Deadline, 12:00p.m. (CT) |
| September 13, 2024 | Anticipated THECB Announcement of Grant Awards |

3. ELIGIBILITY REQUIREMENTS

3.1 ELIGIBLE APPLICANT

An Eligible Applicant is a Texas public institution of higher education (IHE), including universities, community colleges, state colleges, and technical colleges with a developmental education (DE) program providing DE coursework/interventions in both mathematics and Integrated Reading and Writing.

3.2 ELIGIBLE PROJECTS

In order to promote systemic reforms, to improve student outcomes, and to provide professional development opportunities for faculty and staff focused on improving evidenced based practices for advising, acceleration strategies, and completion/transfers of underprepared students, applications submitted under this RFA must propose a comprehensive program that encompasses each component as outlined in bold in this section. Proposed programs or interventions must have the ability to measure, track, and report specific metrics appropriate to the intervention. Proposals should therefore discuss plans for collecting data to report on the metric as well as strategies to analyze the data collected.

Developmental Education Advisory Committee (DEAC).

Establish an eight (8) member (at minimum) campus/institution-wide committee comprising of representatives from developmental education IRW and mathematics; college-Level content areas representing TSI-liable courses; and student support services including advising, institutional reporting, and institutional effectiveness. This committee shall oversee the proposed program and will meet quarterly during the Grant Period to review progress of grant deliverables, provide feedback for continuous improvement, and review data to inform actionable improvements, including specific focus on addressing learning loss/gaps for underserved populations. All meetings should be documented with regard to date, participants, agenda, and key action items. Quarterly DEAC progress reports will be submitted to THECB, as part of reporting requirements. Applicants will include names and titles of anticipated DEAC members and outline at least three (3) goals inclusive of performance measures that the DEAC proposes to address during the Grant Period. The DEAC may amend the goals and performance measures as the grantee engages in continuous improvement practices throughout the grant period.

The grantee's DEAC also agrees to provide feedback and guidance on developmental education and student success topics, as reasonably requested by the THECB.

Scale corequisite enrollments beyond House Bill 2223 requirements.

Non-exempt students assessed at Texas Success Initiative assessments (TSIA/TSIA2) diagnostic Level 5/6 (English Language Arts Reading (ELAR)) and 5 (math) are currently required to be placed in corequisite models. Grantees agree to expand this population to include students assessed at TSIA/TSIA2 Level 4 in corequisite models. The DEAC and other content experts should be consulted to determine the best corequisite options, including consideration for one (1), two (2), and three (3)-semester credit hour(s) interventions, for students assessed at Level 4. Applicants will include a plan for addressing this requirement, with placements no later than spring 2025, including proposed placement protocols for their ELAR and mathematics students who assess at Level 4.

Multiple Measures Assessment.

For placements starting no later than spring 2025, develop and implement a multiple measures assessment (MMA) placement protocol for non-exempt, entering undergraduate students (i.e., high school complete students). IHEs must follow typical TSI process for assessment of college readiness, including assessing students on the TSIA2, or use of valid TSIA/TSIA2 results. For students not meeting the college readiness benchmark(s), Applicants will propose a multiple measures assessment placement protocol specifically using only the following indicators, to determine if the student may be placed directly in college-Level coursework without required DE support:

- High school GPA of at least 2.5 at high school graduation, self-reported or verified through high school transcript (Applicant determined);
- Four (4) years of consecutive math courses taken in high school (9th-12th grade), self-reported or verified through high school transcript; and
- Four (4) years of consecutive English Language Arts (ELA) courses taken in high school (9th-12th grades), self-reported or verified through high school transcript.

As part of the MMA placement protocol, Applicant must propose appropriate policies and procedures to ensure equitable application to eligible students. Additionally, Awarded Applicants agree to collect and report student-level data (e.g., applicable TSIA/TSIA2 scores, GPA used at time of placement, resulting course placement(s), and verification method (self-reported or verified) for GPA and high school courses taken) for students placed using MMA. Data will be submitted to the THECB via its secure data portal (MoveIt) mirroring the timeline of CBM002 reporting for each semester. These data will be analyzed and used in conjunction with data from other MMA research projects to help inform potential considerations for modifying statewide TSI policy for high school complete students.

Professional Development.

In support of increasing access to high-quality professional development, each applicant must submit a plan to provide a minimum of one (1) professional development convening each long semester (fall, spring), starting fall 2024 through spring 2026. Spring convenings may be held during summer months if necessary. The goal of each convening is to promote evidenced based best and promising practices designed to improve the experience and outcomes for students enrolled in corequisite courses. The target audience should be faculty (e.g., adjunct, and full-time) and other staff engaged in supporting students enrolled in corequisite courses. Convenings should be designed and delivered in a manner that supports maximizing the number of internal institutional participants. Example convening topics include, but are not limited to, institutional data trends and analysis, continuous improvement (e.g., placement policies, course offerings and development, advising practices and policy), and others that may positively impact the outcomes of students enrolled in corequisite courses and interventions.

Texas Student Success Program Inventory (TX SSPI) and Program Self-Evaluation.

The Student Success Division oversees the Texas Student Success Program Inventory (TX SSPI), which currently houses information about 425 innovative programs impacting student success and implemented across the state by Texas public, private, and independent institutions of higher education. The purpose and main goals of the TX SSPI are multifaceted: 1) provide information for stakeholders in a user-friendly, searchable platform about statewide student success programs; 2) provide descriptive and actionable information to implement or replicate high performing programs; and 3) provide a snapshot rating based on the program's incorporation of best or promising practices to improve students' outcomes related to persistence/retention, credential attainment, academic achievement, student advancement post-graduation, and/or students' holistic development.

Awarded applicants are required to submit their funded program for entry into the TX SSPI. As part of this process, applicants must agree to participate in the following:

- Self-evaluation of the funded program using the Student Success Program's Potential for Significant Impact (PFSI) Rubric and corresponding Companion Worksheet.
- Action-planning with THECB staff and/or a third-party evaluator selected by the THECB to identify and develop strategy to address specific areas for improvement based on findings of the self-evaluation process.
- After a year of Action Plan implementation, re-evaluate the program using the PFSI and corresponding Companion Worksheet.

Awarded applicants are required to engage in all phases and are encouraged to use grant funds to support this process. As noted, Grantees will have access to both internal staff and/or external resources provided by the THECB to engage in all phases of this process, including implementation of their Action Plan to move the program to the next level and to improve students' outcomes.

3.3 PRIORITY PROJECTS

Applications that meet the Priority Criteria for Award Selection in Section 7.2 will be given priority in the award selection process.

3.4 MAXIMUM NUMBER OF APPLICATIONS PER APPLICANT

An Eligible Applicant may submit a maximum of one (1) Application.

3.5 NOTICE OF INTENT TO APPLY

A Notice of Intent to Apply (NOI) is requested, but not required. Potential Applicants are asked to submit an online NOI by 5:00 p.m. CT on August 16, 2024, at

<https://app.smartsheet.com/b/form/6921fc48bf5244f684b1ea89efb9ef7a>. The NOI provides helpful information that allows THECB staff to plan for the management of the applications and review processes. Furthermore, any information deemed by 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 a Notice of Intent Application.

Applicant is solely responsible for ensuring that Applicant's complete electronic NOI is sent to, and received by, the THECB on or before the established deadline. Applicant should retain proof of NOI timely submission.

THECB will email confirmation receipt of the NOI to Applicant within three (3) state business days of receipt by THECB. Applicant must not consider a NOI received by THECB until Applicant has received an email confirmation from THECB.

If Applicant has not received an email confirmation from THECB within three (3) state business days of submission and would like to receive one, contact the Point of Contact via email at StudentSuccess@highered.texas.gov.

The THECB takes no responsibility for electronic NOI that are captured, blocked, filtered, quarantined, or otherwise prevented from reaching the proper destination server by any THECB or Applicant antivirus or other security software.

NOTE: Whether or not a potential Applicant submits a NOI has no impact on the application, nor does submitting a NOI obligate a potential Applicant to submit an application.

4. APPLICATION SUBMISSION

4.1 APPLICATION DEADLINE: 5:00 p.m. CT, August 30, 2024

Applications must be:

- completed according to the guidelines in Section 8
- submitted by an authorized agent of the Applicant entity
- submitted via the CRSM-2024 Application Submission Form at <https://app.smartsheet.com/b/form/ce16d150a31144b2aabee6ee7658a3dd> as follows:
 - Enter all Information requested on the form.
 - Upload all required forms (FORMS 1-4) as detailed in Section 8
 - Use the following abbreviations when referring to a model during submission, "CRSM" for College Readiness and Success Models
 - Required FORMS 1-4 MUST be submitted as separate Portable

Document Format (PDF) attachments using the following file name structure, “InstitutionName_FORM_X_CRSM2024” (e.g., BestUniversity_FORM_1_CRSM2024; SampleCommunityCollege_FORM_4_CRSM2024).

Failure to follow submission guidelines may result in the disqualification of a submitted application.

Late or incomplete Applications will not be accepted. Applications submitted to an address different from StudentSuccess@highered.texas.gov may be accepted solely at THECB's discretion. An individual Application may be rejected if it fails to meet any requirement of this RFA. THECB may seek clarification and additional documentation from Applicant at any time, and failure to respond within the requested timeframe is cause for rejection of an Application.

4.2 THECB CONFIRMATION OF APPLICATION RECEIPT

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.

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 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.

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 THECB prior to the deadlines outlined in Section 4. 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, THECB has issued RFAs to support IHEs' efforts to accelerate underprepared students, regardless of TSI status, to and through successful completions of their entry-level coursework leading to certificate/degree completions and/or transfers. IHEs 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 RFA continues to support these goals, as well as the next generation of reform to include corequisite models, enhanced professional development, and study of the possible use of multiple measures to help determine college readiness for entering, non-exempt high school-complete students. This RFA supports Texas public institutions of higher education (IHEs) in implementing, enhancing, and scaling evidence-based promising and best practices that impact college readiness and gateway course completion outcomes, and momentum towards certificate and degree completions.

6. PROJECT REQUIREMENTS

6.1 FUNDING RESTRICTION

College Readiness and Success Models funds shall not be substituted for any other funds available to Applicant or any program or project partners. Awarded funds shall be spent only on expenses described in Subsections 6.2.1 and as documented in Applicant's Budget. Further, all funds must be expended no later than the last day of the grant period, as noted in Subsection 2.2.

Each Eligible Applicant shall name a primary (director) and secondary (co-director) as further outlined below and their contacts and include their contact information on the CRSM-2024 Grant Application Submission Form at <https://app.smartsheet.com/b/form/ce16d150a31144b2aabee6ee7658a3dd>.

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 and knowledge of the components of the respective model. 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.

6.2 ALLOWABLE COSTS AND PROHIBITED COSTS

6.2.1 Allowable Cost Categories.

THECB shall negotiate a final budget with each Awarded Applicant. The following are the budget categories and common costs that will be allowed in the project budget:

Administrative Staff (may not exceed 25% of total budget) – Compensation may include a portion of salaries, wages, and benefits of personnel, including, but not limited to, the following position examples: project director, coordinator, and administrative support.

Other Professional/Support Staff – Compensation may include salaries and wages for personnel engaged in providing direct services to students.

Fringe Benefits – Benefit costs related to wages.

Travel – In-state travel expenses are allowed for personnel conducting activities directly related to the grant project. These costs must be specifically identified and justified in the Application Budget, or a budget subsequently approved by THECB via a Budget Change Request. Travel expenses must be consistent with state of Texas guidelines relating to type (transportation, lodging, meals), funding basis (actual cost, per diem, mileage), and reasonableness. Travel outside the state of Texas must receive prior written approval by THECB staff.

Equipment and Supplies – Examples include general program supplies, instructional materials, and technology.

Other Direct Costs – Approval of expenditures for Other Direct Costs is at the discretion of THECB. These costs must be specifically identified and justified in the Application budget (e.g., dissemination activities, professional development).

6.2.2 Allowable Costs.

- Program staff salaries and fringe benefits;
- Reasonable student testing fees related to program implementation;
- Stipends for faculty coordination, planning, and implementation (e.g., college-level and developmental education faculty);
- General supplies;
- Instructional materials;
- Information technology instructional resources that incorporate established best or promising practices;

- Technology used primarily for the delivery of instruction, providing direct student support (e.g., supplemental instruction, tutoring), or other program-related student support strategies;
- Program staff travel directly related to the program;
- Dissemination activities
- Professional development activities and/or technical assistance for faculty, student support personnel, reporting/institutional effectiveness (IE) personnel, and advisors; and
- Subcontracting costs (requires prior written approval by THECB).

6.2.3 Prohibited Costs.

- Any costs prohibited under state law and the Texas Grant Management Standards are prohibited. That includes, but is not limited to the following:
 - Costs incurred prior to the Grant Period;
 - Salaries or other stipends that are calculated at a higher pay rate than 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.);
 - Warranties, protection plans, and service contracts beyond the standard coverage period that is included in the purchase price;
 - Entertainment;
 - Alcohol;
 - Travel not consistent with state of Texas guidelines relating to type (transportation, lodging, meals), funding basis (as actual cost, per diem, mileage), and reasonableness;
 - Out-of-State Travel (except with prior written approval from THECB);
 - Food and beverages (except with prior written approval from THECB);
 - Foreign travel; and
 - Indirect costs.

6.2.4 Budget Changes

Submission of a Budget Change Request in the format designated by the THECB Program Manager is required to allow:

- Other Direct Costs not specifically identified and justified in the Application Budget or the Final Award Budget;

- Budget transfers across the allowable cost categories listed in Subsection 6.2.1.

Budget Change Request approval must be received in writing from the THECB Program Manager prior to enacting budget change submissions.

7. AWARD SELECTION CRITERIA

Each Applicant shall satisfy Section 3. Eligibility Requirements to be considered during the award selection process. Applicants shall be selected for funding on a competitive basis.

This RFA is designed to issue Grant Awards that provide the best overall value to the state and in accordance with the goals of the RFA. Selection criteria shall be based on eligibility requirements, funding priorities, and program quality, as determined by reviewer criteria, and other factors, including past performance on THECB grants.

THECB will utilize three (3) subject matter experts (SMEs) as readers to evaluate submitted Applications. The readers will make selection recommendations based on each Application's alignment to the respective requirements of the RFA.

7.1 APPLICATION SCREENING

THECB staff shall conduct an initial screening of Applications to determine if they adhere to the Grant program requirements contained in the RFA. An Application must meet RFA requirements and be submitted with proper authorization on or before the day specified by THECB to qualify for further consideration.

All incomplete, ineligible, or otherwise non-compliant applications will not be considered for funding. It is anticipated that THECB staff will notify Applicants eliminated through the screening process within 30 days of the submission deadline.

Each Application that passes the initial screening for completeness and eligibility will be further considered for award selection according to the funding priority categories and general selection criteria described in Sections 7.1, 7.2 and 7.3.

7.2 PRIORITY CRITERIA FOR AWARD SELECTION

An eligible Applicant's proposed project will be given priority points in the evaluation process if the Applicant is an active participant (e.g., data college) in the THECB's Multiple Measures Assessment (MMA) Study with the Center for Analysis and Postsecondary Readiness (CAPR) or MMA Randomized Control Trial Study with MDRC.

7.3 GENERAL CRITERIA FOR AWARD SELECTION

THECB staff will review the Applications based on the program elements and the review criteria presented in this section, which are designed to enable the reviewers to assess the quality of a proposed project and determine the likelihood of its success.

Reviewers will use the General Selection Criteria to score applications. The Application Evaluation Form is in Appendix C.

1. Developmental Education Advisory Committee

- a. Degree to which proposed Developmental Education Advisory Committee (DEAC) aligns with structure outlined in RFA.
- b. Strength/clarity of DEAC's first-year proposed key action items and corresponding rationale.

2. Scaling Corequisite Enrollments

- a. Strength/clarity of Applicant's plan to scale corequisite course enrollments beyond House Bill 2223 requirements for Integrated Reading and Writing (IRW) courses.
- b. Strength/clarity of Applicant's plan to scale corequisite course enrollments beyond House Bill 2223 requirements for mathematics courses.

3. Multiple Measures Assessment (MMA)

- a. Strength/clarity of Applicant's plan to develop and implement an MMA protocol. Applicant's response should include proposed Grade Point Average (GPA) along with rationale, method(s) for verifying high school coursework completion, and an overview of the process outlining the application of the MMA protocol.
- b. Strength/clarity of Applicant's plan to ensure equitable application of MMA protocol for eligible students.
- c. Applicant must include a clear statement of understanding indicating that if awarded: 1) implementation of an MMA protocol as allowed under this RFA does not supersede assessment requirements for non-exempt undergraduate students as outlined in [Texas Administrative Code Rules §4.55](#) 2) the applicability of the MMA protocol allowed under this RFA is limited to high school complete students only.

4. Professional Development

Strength/clarity of Applicant's plan to implement Professional Development convenings.

5. Budget

Budget for the project is reasonable and cost effective; the purpose and explanation for the line items provide a strong connection to the proposed work.

6. Overall Assessment

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.

7.4 RECOMMENDATION FOR FUNDING

THECB staff shall make a recommendation of selected Applicants to be funded based on the evaluation scores. Approval will be made consistent with the approval requirements set forth in 19 Tex. Admin. Code 1.16.

8. APPLICATION FORMAT AND CONTENT

An Application must include the content, forms, and elements described in Subsections 8.1. through 8.7. of this RFA as applicable. The Application Forms are available on THECB's website: <https://www.highered.texas.gov/our-work/supporting-our-institutions/institutional-grant-opportunities/college-readiness-and-success-models-2023-crsm-2024/>

In completing the Application, applicants should provide sufficient information to allow reviewers to clearly evaluate the Application based on the selection criteria described in Subsections 7.1., 7.2., and 7.3. of this RFA.

8.1 COVER SHEET (FORM 1)

The Cover Sheet collects information on the Applicant institution and project contacts, specific project information including an abstract and total funds requested. Note the project contacts individuals are responsible for the operation and outcomes of the project and serve as the liaison to the THECB for all matters related to the project. This information will also be required when completing the online CRSM-2024 Grant Application Submission Form at <https://app.smartsheet.com/b/form/ce16d150a31144b2aabee6ee7658a3dd>.

8.2 CERTIFICATION AND EVIDENCE OF LEADERSHIP COMMITMENT (FORM 2)

The Certification and Leadership Commitment Page provides a signature by an authorized IHE 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 IHE. This form also provides evidence of project

commitment of Applicant's Leadership. If the signatory is other than the Chancellor/President of the institution, Applicant must attach a Letter of Designation or other documentation in addition to this form that certifies the designee's authority to act in this capacity.

8.3 GRANT APPLICATION FORM (FORM 3)

Applicant must complete the Grant Application Form and respond to each question.

8.4 PROPOSED BUDGET (FORM 4)

In the format provided in Appendix H (Proposed Budget Form), Applicant must provide requested information as outlined in the instructions on the form. The amounts requested in Section 2 (Budget Narrative) should provide a reasonable estimate of expenditures over the Grant Period. The supporting information provided under "detailed use of funds" should provide adequate justification for the funds requested for each line item. The amount of time and effort (e.g., percentage of time or number of hours) should be included for any positions that will be supported with requested funds.

Applicants should consider the information in Subsection 2.1. when developing the project's budget. Detailed information regarding budget categories and allowable and prohibited costs can be found in Subsection 6.2. As necessary, THECB shall negotiate a Final Award Budget with each Awarded Applicant.

8.5 PROJECT ASSESSMENT PLAN AND TIMELINE

Awarded Applicants will be required to submit a Project Assessment Plan and Timeline to the designated THECB Point of Contact no later than forty-five (45) days after the full Notice of Grant Award (NOGA) execution. Additional information regarding this requirement will be provided to Awarded Applicants after awards have been made.

In preparation to complete the Project Assessment Plan Applicants should be ready to provide additional information including but not limited to the number of students testing at Diagnostic Level 4, aggregate counts of their placements into corequisite and standalone developmental education courses, and academic achievement (e.g., course pass rates with grade of C or higher), past, current, and projected retention rates. Further, Applicants should be ready to develop measurable objectives, activities, and anticipated outcomes related to retention, scaling the number of students impacted, increasing the program scope, and/or improving graduation rates or course outcomes as applicable. The Project Assessment Plan is a fluid document that will be more fully developed and expanded over the course of the grant period, in conjunction with the continuous improvement process and project reporting requirements.

8.6 FINANCIAL VIABILITY [Not applicable and intentionally omitted]

8.7 ATTACHMENTS

The only attachments authorized for inclusion with the Application under this RFA are those required or requested as listed in Appendix D.

9. DISTRIBUTION OF AWARD FUNDS

9.1 ISSUANCE OF GRANT AWARD

Following all negotiations between THECB and Applicants and the announcement of awards, the Awarded Applicants will receive an electronic copy of THECB's CRSM-2024 Notice of Grant Award (NOGA, Appendix I), which will take effect on the day the NOGA is fully executed or on September 1, 2024, whichever is later. Throughout this RFA, the terms "NOGA," "Award," and "Grant" are used interchangeably.

The NOGA must be executed by an individual authorized to enter into a grant agreement on behalf of the Applicant. Upon execution of a NOGA 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 Awarded Applicant are referred to singularly as "Party" and collectively as "Parties."

9.2 FUNDS DISBURSEMENT AND PAYMENT TERMS

After a fully executed NOGA, Grant Award funds will be disbursed according to the following provisions of this RFA. The advancement of funds is necessary for completion of the grant program.

College Readiness and Success Models Grants are funded through state general appropriations. Awarded Applicant shall receive payments through the Texas Comptroller of Public Accounts.

After a fully executed NOGA and THECB receipt of the Disclosure of Interested Parties, as applicable, awarded funds will be disbursed as outlined below.

Initial Funding. Awarded Applicants will receive up to 50 percent (50%) of the awarded funds. Total initial funding will be determined by THECB staff.

Second Payment. Awarded Applicants will receive the remaining funds on or around the midpoint of the grant period, upon meeting or demonstrating considerable progress towards meeting the deliverables as determined by THECB outlined in this RFA and as verified by THECB staff through required reporting mechanisms.

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

All grant-related expenses must be incurred on or prior to August 31, 2026.

Awarded Applicant may not use awarded funds for goods or services purchased or procured prior to the date the NOGA has been fully executed.

9.3 LAST DAY OF EXPENDITURES

All allowable grant-related expenses must be incurred on or before August 31, 2026. Expenses incurred after this date cannot be charged to the College Readiness and Success Models Grant.

9.4 RETURN OF UNEXPENDED FUNDS

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

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

9.5 GRANT EXTENSION

Extension of the Grant Period for the project may be granted at the sole discretion of THECB. Awarded Applicant must request an extension by email to the designated point of contact for no later than forty-five (45) days prior to the end of the grant period. Extensions are subject to the availability of appropriated funds and to the eligibility requirements.

If additional funding is available to supplement the College Readiness and Success Models Program, 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

THECB staff shall monitor and oversee the College Readiness and Success Models Program 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 complete the program reports listed in Subsections 10.2. and 10.3. for a project funded as a result of this RFA. THECB will provide a template and instructions for electronic submission for required reports. THECB reserves the right to request additional project reports as reasonably needed.

If the Awarded Applicant does not submit the required reports detailed in Subsections 10.2. and 10.3. by the established deadline(s), and has not been granted a submission extension by THECB in writing, THECB reserves the right to require that grant funds be returned. If a required report is not accepted by THECB, Awarded Applicant must correct and resubmit the report in the timeframe requested by the designated THECB Point of Contact. 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 written project reports in the format requested by THECB on or before the following dates:

1. Project Work Plan within in forty-five (45) days after fully executed NOGA;
2. Quarterly DEAC progress reports on the following schedule: October 31, 2024, and every three (3) months thereafter throughout the grant period;
3. Interim Project Report due September 30, 2025; and
4. Final Project Report due October 30, 2026.

10.3 FINANCIAL REPORTS

Awarded Applicant shall submit financial expenditure reports as specified by THECB due on or before the following dates:

1. Interim Expenditure Report #1 due January 31, 2025;
2. Interim Expenditure Report #2 due September 30, 2025;
3. Interim Expenditure Report #3 due January 31, 2026; and
4. Final Expenditure Report due October 30, 2026.

10.4 MULTIPLE MEASURES ASSESSMENT (MMA) DATA FILE

Awarded Applicants shall submit a data file containing student-level data (e.g., applicable TSIA/TSIA2 scores, GPA used at time of placement, resulting course placement(s), and verification method (self-reported or verified) for GPA and high school courses taken for non-exempt students placed with MMA into college-Level courses without required support. Data will be submitted to the THECB via its secure data portal (Movelt) mirroring the timeline of CBM002 reporting for each semester during the grant period.

THECB will provide Awarded Applicants with a template for submission. Data reports as specified by THECB will be due on or before the following dates:

1. Fall 2024 - February 1, 2025
2. Spring 2025 - June 15, 2025
3. Summer 2025 - October 1, 2025
4. Fall 2025 - February 1, 2026

5. Spring 2026 - June 15, 2026
6. Summer 2026 - October 1, 2026

11. TERMS AND CONDITIONS

11.1 Termination

Notwithstanding the termination or expiration of this Grant Agreement, the provisions of this Grant Agreement 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 Grant Agreement.

11.1.1 Convenience of the State

THECB, in its sole discretion, may terminate this Grant Agreement upon one (1) calendar day's written notice to Grantee. Such notice will be provided in accordance with Section 11.1 of this Grant Agreement. In the event of such termination, Grantee shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. THECB sole and maximum obligation shall be to pay Grantee for previously authorized services completed in accordance with the Grant Agreement and performed prior to the effective date of termination. THECB shall have no other liability, including no liability for any costs associated with the termination.

11.1.2 Termination for Cause

THECB may, by written notice to Grantee, immediately terminate this Grant Agreement for cause if: (a) THECB is not reasonably satisfied with Grantee's performance; (b) default or abandonment by Grantee occurs; or (c) Grantee fails to comply fully with any term or condition of this Grant 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 or comply with terms of this Grant 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 reasonable costs, fees, expenses, and other damages available to THECB including but not limited to, attorney's fees, court costs, and any other consequential

damages to the state of Texas and THECB resulting from Grantee's non-performance or non-compliance.

11.1.3 Abandonment or Default

If Grantee abandons or defaults on the Grant Agreement, THECB reserves the right to terminate the Grant Agreement without notice and re-award the Grant Agreement to the next best responsive and responsible Grant Applicant. The defaulting Grantee will not be considered in the re-award 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 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 Agreement, on the part of THECB, wholly unreasonable or impossible. THECB reserves the right, at its sole discretion, to unilaterally amend this Grant Agreement throughout the Grant Agreement Term to incorporate any modifications necessary for THECB's compliance, as a Texas state agency, with all applicable state and federal laws, rules, regulations, requirements, and guidelines.

11.1.5 Excess Obligations (Non-Appropriation)

The Grant 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 Agreement, as well as Grant Agreement provisions regarding confidentiality, records retention, right to audit, ownership, and dispute resolution, shall survive the termination of this Grant 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 work immediately upon the effective date of termination, unless otherwise agreed to in writing by the Parties. For any termination by THECB other than termination for non-appropriation, THECB shall be liable to Grantee for only that portion of the previously authorized performance completed in accordance with Grant Agreement requirements and performed prior to the effective date of termination.

11.1.7 Transfer of Duties

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

11.2 Amendment

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

11.3 Sovereign Immunity

The Parties stipulate and agree that no provision of, or any part of this Grant 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 Texas state laws; (2) to extend liability to THECB beyond such liability provided for in the Texas Constitution and Texas state laws; or (3) as a waiver of any immunity provided by the Eleventh 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 Agreement and specifically retain such immunity and all defenses available to them under Texas state laws or common law.

11.4 Assignment

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

11.5 Delegation or Subcontracting

Unless as otherwise provided for in this Grant Agreement, no contractual rights, interest, or obligation shall be delegated or subcontracted by Grantee without THECB's prior written approval. No delegation or subcontract approved by THECB shall relieve Grantee of any obligation or responsibility under this Grant Agreement and Grantee shall ensure that the terms and conditions of this Grant Agreement are applicable to any subcontractor. 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 Businesses (HUB), as defined in Texas Government Code § 2161.001(2), during the performance of this Grant Agreement. The goal of the HUB program is to promote full and equal business opportunities for all businesses contracting with the state of Texas.

11.6 Right to Audit and Records Retention

Grantee understands that acceptance of funds under this Grant Agreement, or indirectly through a subcontract under this Grant 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 Audit Entities in the conduct of an 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 assures 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 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 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 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 overpayments determined as a result of any audit or inspection of records on work performed under this Grant Agreement. Grantee shall reimburse THECB for any overpayments 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.

11.7 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.

11.8 Texas Grant Management Standards

Grantee agrees to follow and comply with the Texas Grant Management Standards (TGMS), including all of its applicable conditions and State Assurances. TGMS is herein incorporated for all purposes into this Agreement. All applicable conditions and uniform assurances can be found at <https://comptroller.texas.gov/purchasing/docs/grant-management-reader.pdf>.

11.9 Forms, Assurances, and Reports

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

11.10 Site Visits

Throughout the Grant Term, THECB and/or its representatives shall have the right to make site visits to review the College Readiness and Success Model Program operations and accomplishments.

11.11 Supplanting Prohibition

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

11.12 Carryover of Funds

At THECB's discretion and in compliance with Texas law, unencumbered funds may carry over from each year of the Grant Period.

11.13 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.

11.14 Dispute Resolution

The dispute resolution process provided in Texas Government Code Chapter 2009 is available to the Parties to resolve any disputes arising under the Grant Agreement.

11.15 Public Disclosure

Publication, including presentations, is encouraged; however, Awarded Applicant agrees to notify THECB prior to the publication of any information, including results, findings, or reports regarding the activities being conducted under this RFA. Awarded Applicant shall ensure the following statement is 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 policies of THECB.

Should Awarded Applicant be contacted by any news media about any information, including results, findings, or reports regarding activities being conducted under this RFA, Awarded Applicant shall notify its THECB Point of Contact, when possible, before communicating with news media. If that is 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 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.

11.16 Confidentiality, Public Information Act, and FERPA

Notwithstanding any provisions of this 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 rulings and opinions of the Attorney General 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.

11.18.1 Public Information Act

THECB will determine whether to submit a request for a ruling seeking to withhold information from a Public Information Act requestor to the Open

Records Division of the Office of the Attorney General of Texas. This Grant 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 Point of Contact within twenty-four (24) hours of receipt of any third-party requests for information it receives relating to this Grant Agreement. In accordance with Texas Government Code § 2252.907, Grantee is required to make any information created or exchanged with THECB pursuant to this Grant 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 THECB 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 Agreement, including information which discloses confidential personal information. Grantee will not disclose any information to which it is privy under this Grant Agreement without THECB's prior written consent. Grantee will indemnify and hold harmless the state of Texas, its officers, and its employees and THECB, its officers, and its 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 Agreement.

All submitted Applications become the property of THECB after the RFA submittal deadline date. Upon acceptance of the Grant Agreement, all information submitted with Applicant's Application becomes public record and all information submitted with Awarded Applicant's Application becomes part of the Grant Agreement. 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 or copyrighted materials included in Applicant's Application may be subject to disclosure unless such proprietary information or copyrighted materials is clearly identified by Applicant, and such identification is 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 should be in boldface type at least 14-point font.

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 THECB to violate any law, including the Texas Public Information Act.

11.18.2 Family Educational Rights and Privacy Act

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

11.18.3 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 FERPA (34 C.F.R. § 99.33(a)(2)) and with the terms set forth in Section 11, Terms and Conditions. FERPA, 34 C.F.R. § 99.33(a)(2), states that the officers, employees, and agents of a party that receives education record information from THECB may use the information, but only for the purposes for which the disclosure was made.

11.18.4 Acknowledgment of Access to Covered Data and Information

Grantee acknowledges that the Grant Agreement allows Grantee access to Covered Data and Information (CDI).

11.18.5 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 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.

11.18.6 Return or Destruction of CDI

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

11.18.7 Breach

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

11.18.8 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.

11.18.9 Reporting of Unauthorized Disclosures and/or Misuse of CDI

Grantee shall, within one hour of discovery, report to THECB any use and/or disclosure of CDI not authorized by this Grant Agreement or in writing by THECB. Grantee's report shall identify: (i) the nature of the unauthorized use and/or disclosure, (ii) the CDI used and/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 and/or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use and/or disclosure. Grantee shall provide such other information, including a written report, as requested by THECB.

11.17 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 work performed under the Grant Agreement. All Work generated as a result of this Grant Agreement, either completed or partially completed, shall be the sole property of THECB and all rights, title, and interest in and to the Work shall vest in THECB upon payment for the services.

All such Work shall be delivered to THECB by Grantee upon completion, termination, or cancellation of this Grant Agreement. All property rights, including publication rights, hereunder shall be retained by THECB, and Grantee shall assert no right in law or equity to such Work. THECB shall have the right to obtain and to hold in its own name any and all patents, copyrights, marks, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof.

Copyright. When copyrightable material is developed in the course of or under this Grant Agreement, Awarded Applicant is free to copyright the materials or permit others to do so. 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 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 Agreement.

Data. 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 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 THECB has authorized Grantee 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 Agreement without THECB’s prior written consent; 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.

11.18 Governing Law and Venue

The Grant Agreement shall be governed by and construed in accordance with Texas state laws, without regard to the conflicts of law provisions. The venue of any suit arising under the Grant Agreement 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 THECB.

11.19 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, administrative body, or tribunal in any matter affecting the performance of this Grant Agreement, including applicable workers’ compensation laws, compensation statutes and regulations, and licensing laws and regulations. Upon THECB’s request, 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 Grantee’s 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 under this Grant Agreement.

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 in accordance with this Grant Agreement competently and professionally, (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 Agreement or Grantee’s right or ability to perform Grantee’s obligations under this Grant 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 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 Agreement.

11.20 Conflict of Interest

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

11.21 Financial Interests and Gifts

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

11.22 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 Agreement.

11.23 Independent Contractor

Grantee shall be an independent contractor in all matters relating to this Grant 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.

11.24 Eligibility/Authorization to Work in the United States

Grantee shall ensure that all personnel provided to perform work under this Grant 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 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 Agreement and THECB shall have the right to terminate the Grant Agreement for cause. Grantee shall ensure this section is included in all subcontracts it is authorized by THECB to enter.

11.25 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 Agreement are not prohibited by Texas Government Code §§ 556.005 or 556.008.

11.26 Buy Texas

In accordance with Texas Government Code § 2155.4441, Grantee agrees that during the performance of a Grant 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.

11.27 Force Majeure

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

11.28 Notice

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

Method of Notice. All notices must be given by (i) personal delivery, (ii) express courier (with confirmation), (iii) registered or certified mail (return receipt requested), or (iv) electronic mail to the Parties at the address specified in this Grant 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 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.

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.

11.29 False Statements; Breach of Representations

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

11.30 Severability and Waiver

The invalidity, illegality, or unenforceability of any provision of this Grant 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 Agreement shall be construed to operate as a waiver of any rights under the Grant Agreement, or of any cause of action arising out of the performance of the services required by the Grant Agreement.

11.31 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>.

11.32 Notification of Grant Agreement

(Only applies to employees of a Texas state agency or any public or private 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.

11.33 Insurance

Only if required by law, Grantee agrees to maintain at its expense insurance as required for the work being performed under this Grant 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 Grantee’s obligations under the Agreement. Grantee represents and warrants that it will, within ten (10) business days of award of Grant Agreement, 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 |
| <i>Workers’ Compensation</i> | Statutory Limits |
| <i>Employer’s Liability</i> | |
| 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 |
| <i>Commercial General Liability</i> (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 |
| <i>Automobile Liability</i> All Owned, Hired and Non-Owned Vehicles | \$500,000 Combined Single Limit (for Each Accident) |
| <i>Umbrella/Excess Liability</i> | \$1,000,000 Per Occurrence |

Note: The required insurance coverage must be issued from a company or companies that have both: (1) a Financial Strength Rating of “A” or better from A.M. Best Company, Inc.; and (2) 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 Texas state laws and in a form satisfactory to THECB. All required insurance contracts must be written on a primary and non-contributory basis with any other insurance coverages Grantee currently has in place; and 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 insured.

Grantee shall:

- (1) Provide written notice to THECB by e-mail at StudentSuccess@highered.texas.gov and by U.S. First Class Mail to 1801 N. Congress Ave. Suite 12.200, Austin, Texas 78701 at least thirty (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 Agreement; and
- (3) Deliver to THECB by e-mail at StudentSuccess@highered.texas.gov and by [U.S. First Class Mail](#) to 1801 N. Congress Ave., Suite 12.200, Austin, Texas 78701, 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 Agreement.

Grantee must ensure that all provisions of the Grant 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 Agreement.

11.34 Debts and Delinquencies to the State

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

11.35 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 Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

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

By entering into this Grant Agreement, Grantee certifies and ensures that it utilizes and will continue to utilize, for the Grant Agreement Term, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of all persons: (a) employed to perform duties within Texas, during the Grant Agreement Term; and (b) (including subcontractors) assigned by Grantee to perform work pursuant to the Grant Agreement, within the United States of America.

Upon THECB's request, Grantee shall provide an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by Grantee, and Grantee's subcontractors, as proof that this provision is being followed.

If this certification is falsely made, this Grant Agreement may be immediately terminated, at THECB's or the state of Texas's discretion and at no fault to THECB or the state, without prior notification. Grantee shall also be responsible for the costs of any re-solicitation that THECB or the state of Texas must undertake to replace the terminated Grant Agreement.

11.37 Drug-Free Workplace

Grantee represents and warrants that it shall comply with the applicable provisions of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 701, et seq.) and maintain a drug-free work environment.

11.38 No Commissions

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

11.39 Applicable Taxes

This Grant 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 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 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 Grantee's request.

11.40 Electronic and Information Resources Accessibility Standards

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 Title 1 Texas Administrative Code, Part 10, 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 the Texas Department of Information Resources (DIR) with the Uniform Resource Locator (URL) to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with Texas state 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” (<https://www.section508.gov/buy/>). 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/>.

11.41 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. Grantee, by acceptance of this Grant Agreement, agrees to abide by this policy when on THECB’s property.

11.42 Substitutions

Substitutions are not permitted without THECB’s written approval.

11.43 Cybersecurity Training

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

11.44 Disaster Recovery Plan

Upon THECB’s request, Grantee shall provide the descriptions of its business continuity and disaster recovery plans. 13 Tex. Admin. Code § 6.94(a)(9).

11.45 Entire Agreement and Order of Precedence

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

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) Any duly executed amendments to the final executed Grant Agreement;
- (2) The final executed Grant Agreement, including its exhibits;
- (3) The original Request for Applications including any addenda issued; and
- (4) Grantee's Application in response to the Request for Applications, including any addenda.

This Grant 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 the Parties relating to the subject matter of this Grant Agreement. The Parties further agree that this Grant 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 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: RFA DEFINITIONS

The following definitions shall apply:

1. **Applicant** – An eligible Texas public Institution of higher education, as defined In Subsection 3.1 of this RFA, submitting an Application in accordance with the terms and conditions of this RFA.
2. **Application** – The final document submitted by an Applicant to THECB in response to and in accordance with the terms of this RFA.
3. **Awarded Applicant** –The successful recipient ultimately awarded a Grant by THECB who is responsible for performing all activities required to fully comply with Grant performance requirements and all Grant terms and conditions.
4. **Corequisite** (also known as mainstreaming) – An instructional strategy whereby undergraduate students (i.e., high school complete) are co-enrolled or concurrently enrolled in a developmental education course or non-course competency-based option (NCBO) 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.
5. **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.
6. **NOGA** – Notice of Grant Award – Term applied to the official document used by THECB to notify grantees that funding has been approved. NOGAs include such information as award amount, project and budget periods, and specific award terms and conditions. The NOGA creates a legally binding agreement between the parties and incorporates the RFA and the Application into the agreement. Throughout this RFA the terms “NOGA,” “Grant Agreement,” and “Grant” are used interchangeably.
7. **Program or Project** – terms may be used interchangeably to describe the required activities in this RFA with which Awarded Applicants are engaged.
8. **State Fiscal Year** – The period of time beginning on September 1 and ending on August 31 of the following year, both dates inclusive.
9. **State of Texas Business Days** – Monday through Friday, 8:00 a.m. to 5:00 p.m. CT, except for scheduled state of Texas and national holidays.

10. **THECB** – The Texas Higher Education Coordinating Board, a Texas state agency.
11. **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.
12. **Underprepared student** – an undergraduate student who is non-exempt or has not met a college-readiness benchmark and/or not demonstrated college readiness, by subject area, and is therefore subject to TSI.

Appendix B: TIMELINE AND REPORTING SCHEDULE

| | |
|-----------------------------------|---|
| August 2024 | Request for Applications Published |
| August 16, 2024 | Notice of Intent Deadline (Requested, but not required) (5:00 p.m., CT) |
| August 19, 2024 | Application Inquiry Deadline (12:00 p.m., CT) |
| August 30, 2024 | Application Deadline (5:00 p.m., CT) |
| September 13, 2024 | Anticipated THECB Announcement of Grant Awards |
| September 2024* | Grant Period Begins |
| 45 days after Grant Period Begins | Project Work Plan due to THECB (Subsection 8.5) |

**Grant Period begins upon execution of Notice of Grant Award (NOGA)*

REPORTING SCHEDULE

| Dates Due to THECB | Report |
|--|---------------------------------|
| 2024: Oct 31 2025: Jan 31, Apr 30, July 31, Oct 31 2026: Jan 30, Apr 30, July 31 | Quarterly DEAC Progress Reports |
| 2025: Jan 31, Sept 30 2026: Jan 31, Oct 30 | Expenditure Reports |
| 2025: Sept 30 (Interim) 2026: Oct 30 (Final) | Project Reports |
| 1. Fall 2024 - February 1, 2025 2. Spring 2025 - June 15, 2025 3. Summer 2025 - October 1, 2025 4. Fall 2025 - February 1, 2026 5. Spring 2026 - June 15, 2026 6. Summer 2026 - October 1, 2026 | MMA Data File |

Appendix C: APPLICATION EVALUATION FORM

Texas Higher Education Coordinating Board
2024 College Readiness and Success Models
Grant Application Evaluation Form

Reviewer Number:

Applicant Name:

| Program Components | | | |
|-----------------------------|---|----------------|----------------|
| 1. | Developmental Education Advisory Committee (DEAC) | Maximum Points | Points Awarded |
| | a. Degree to which proposed DEAC aligns with structure outlined in RFA. | 10 | |
| | b. Strength/clarity of DEAC's first-year proposed key action items and priority rationale. | 10 | |
| 2. | Scaling Corequisite Enrollments | | |
| | a. Strength/clarity of Applicant's plan to scale corequisite course enrollments beyond House Bill 2223 requirements for <i>Integrated Reading and Writing (IRW) courses</i> . | 10 | |
| | b. Strength/clarity of Applicant's plan to scale corequisite course enrollments beyond House Bill 2223 requirements for <i>mathematics courses</i> . | 10 | |
| 3. | Multiple Measures Assessment (MMA) | | |
| | Strength/clarity of Applicant's plan to develop and implement a MMA protocol. | 10 | |
| | Strength/clarity of Applicant's plan to ensure equitable application of MMA protocol for eligible students. | 10 | |
| | Strength/clarity of Applicant's statement of understanding regarding allowances of MMA protocol and its applicability to students. | 10 | |
| 4. | Professional Development | | |
| | a. Strength/clarity of Applicant's plan to implement Professional Development convenings | 10 | |
| 5. | 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. | 20 | |
| 6. | Overall Assessment | | |
| | 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. | 10 | |
| 7. | Priority Criteria for Award Selection | | |
| | Applicant identifies as an active participant (e.g., data college) in the THECB's Multiple Measures Assessment Study with the Center for Analysis and Postsecondary Readiness (CAPR) or MDRC. | 10 | |
| TOTAL POINTS AWARDED | | 120 | |

Appendix D: CHECKLIST OF REQUIRED FORMS AND ATTACHMENTS

| Required Information (RFA Section) | Application Form / Attachment |
|---|--|
| COVER SHEET (8.1.) | FORM 1 - Cover Sheet |
| CERTIFICATION AND LEADERSHIP COMMITMENT PAGE (8.2.) | FORM 2 - Certification and Leadership Commitment |
| GRANT APPLICATION (8.3) | FORM 3 - Grant Application |
| PROJECT BUDGET (8.4) | FORM 4 - Proposed Budget |

Appendix E: FORM 1 – COVER SHEET



2024 College Readiness and Success Models FORM 1 GRANT APPLICATION COVER SHEET

Provide the requested information below. Note each Applicant is required to designate both a Project Director and a Co-Director for the proposed project.

Applicant Information

| | |
|---|---|
| Applicant Name | Click or tap here to enter text. |
| Address | Click or tap here to enter text. |
| City, State, Zip Code | Click or tap here to enter text. |
| Institution Type | Choose an item. |
| Region: Click | Choose an item. |
| Special Designation(s) - check all that apply | HBCU <input type="checkbox"/> HSI <input type="checkbox"/> N/A <input type="checkbox"/> |

Project Information

| | |
|----------------------------------|----|
| Total Funds Requested | \$ |
| Project Abstract | |
| Click or tap here to enter text. | |

Institution Contacts

| | Project Director | Project Co-Director | Authorized Contract Signer |
|-------|----------------------------------|----------------------------------|----------------------------------|
| Name | Click or tap here to enter text. | Click or tap here to enter text. | Click or tap here to enter text. |
| Title | Click or tap here to enter text. | Click or tap here to enter text. | Click or tap here to enter text. |
| Phone | Click or tap here to enter text. | Click or tap here to enter text. | Click or tap here to enter text. |
| Email | Click or tap here to enter text. | Click or tap here to enter text. | Click or tap here to enter text. |

Appendix F: FORM 2 – CERTIFICATION AND LEADERSHIP COMMITMENT

Texas Higher Education Coordinating Board 2024 College Readiness and Success Models

FORM 2: CERTIFICATION AND LEADERSHIP COMMITMENT PAGE

APPLICANT: [insert name of institution here]

1. Certification of Information Contained in this Application (RFA Section 8.2)

The submitted Application is binding and valid at the discretion of the Texas Higher Education Coordinating Board. Any terms and conditions attached to an Application will not be considered unless specifically referred to in this Request for Applications and Applicant's attachment of such terms and conditions to an Application may disqualify the Application.

By submitting this document, the signatories certify to the following:

1. We are legally authorized to submit this application on behalf of the applicant institution.
2. The statements herein are true, complete, and accurate to the best of our knowledge.
3. If funds are awarded, this institution fully accepts the terms and conditions described in the College Readiness and Completion Models Program Request for Applications and accepts the obligation to comply with terms and conditions set by the Texas Higher Education Coordinating Board.
4. We further certify that any grant activity will be conducted in accordance with all applicable State laws and regulations, applications guidelines and instructions, the Provisions and Assurances, Debarment and Suspension, Lobbying Certifications, DrugFree Workplace requirements, and Special Provisions and Assurances as applicable.
5. It is understood that this application constitutes an offer and, if accepted by the Coordinating Board or renegotiated to acceptance, will form a binding agreement.

Contact Information for Person Authorized to Submit Application

| | |
|------------------------|--|
| Name: | |
| Title: | |
| Phone Number: | |
| E-Mail Address: | |

Authorizing Signature

If signatory is other than Chancellor/President, Applicant must attach a Letter of Designation or other documentation that provides for such authority.

| | | | |
|------------------------|--|--------------|--|
| Name | | | |
| Title: | | | |
| E-Mail Address: | | | |
| Signature: | | Date: | |

Appendix G: FORM 3 - GRANT APPLICATION

Texas Higher Education Coordinating Board 2024 College Readiness and Success Models FORM 3 GRANT APPLICATION FORM

Reference sections 3.2 (Eligible Projects) and 7 (Award Selection Criteria) of the CRSM-2024 RFA for information related to the grant application.

1. Developmental Education Advisory Committee (DEAC)

Provide a list of representatives that will comprise the institution’s DEAC. All fields are required for the role of leader. For all other members, providing the name is optional, but the title and department are required. *Add additional lines to the table, as necessary.*

| Name | Title | Department | Role (e.g., Leader, Member) |
|------|-------|------------|-----------------------------|
| | | | Leader |
| | | | Member |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

List the three (3) key action items the DEAC will address during the first year and why these actions are a priority for the institution. (rationale responses limited to 250 words maximum)

| |
|---|
| <i>Key Action Item #1</i> |
| [Insert key action #1 here] |
| [Insert priority rationale for key action item #1 here] |

| |
|---|
| <i>Key Action Item #2</i> |
| [Insert key action #2 here] |
| [Insert priority rationale for key action item #2 here] |

| |
|---|
| <i>Key Action Item #3</i> |
| [Insert key action #3 here] |
| [Insert priority rationale for key action item #3 here] |

2. Scaling Corequisite Enrollments

Provide an overview of the Applicant's plan to scale corequisite course enrollments beyond House Bill 2223 requirements for courses in each subject area (Integrated Reading and Writing (IRW) and mathematics). (250 words maximum per subject area)

| |
|---------------------------------------|
| <i>Integrated Reading and Writing</i> |
| [Insert response here] |

| |
|------------------------|
| <i>Mathematics</i> |
| [Insert response here] |

3. Multiple Measures Assessment

Provide an overview of the Applicant's plan to develop and implement a multiple measure assessment (MMA) protocol in alignment with approved indicators outlined in RFA Subsection 3.2. (350 words maximum)

| |
|------------------------|
| [Insert response here] |
|------------------------|

How will the Applicant ensure equitable application of the proposed MMA protocol for eligible students. (250 words maximum)

| |
|------------------------|
| [Insert response here] |
|------------------------|

Applicant's statement of understanding regarding the allowances of MMA and applicability limitations. (125 words maximum)

| |
|------------------------|
| [Insert response here] |
|------------------------|

4. Professional Development

Provide an overview of the Applicant's plan to provide a minimum of one (1) professional development convening each long semester (fall, spring) starting fall 2024. Response should include potential convening topics the applicant would like to address, supporting rationale for selected topics, an outline of a sample convening, and expected resulting outcomes. (350 words maximum)

| |
|------------------------|
| [Insert response here] |
|------------------------|

5. Priority Criteria for Award Selection (for additional points)

Applicant identifies as an active participant (e.g., data college) in the THECB's Multiple Measures Assessment Study with the Center for Analysis and Postsecondary Readiness (CAPR) or MDRC.

| | | | |
|-----|--|----|--|
| Yes | | No | |
|-----|--|----|--|

Appendix H: FORM 4 – PROPOSED BUDGET

Texas Higher Education Coordinating Board 2024 College Readiness and Success Models FORM 4 PROPOSED BUDGET FORM

Instructions:

Enter requested information in the fields highlighted in GREEN only. Do not add rows, change formulas, or amend the form in any other way. Section 1 "Amount Requested" values will automatically populate with the respective values entered in the Section 2 "Amount Requested" fields.

| | |
|-----------------------|--|
| Applicant Name | |
|-----------------------|--|

Instructions:
Enter requested information in the fields highlighted in GREEN only. Do not add rows, change formulas, or amend the form in any other way. Section 1 "Amount Requested" values will automatically populate with the respective values entered in the Section 2 "Amount Requested" fields.

Section 1: Budget Overview

| Amount Requested | Budget Category |
|------------------|----------------------------------|
| \$ | Administrative Personnel |
| \$ | Other Professional/Support Staff |
| \$ | Fringe Benefits |
| \$ | Travel |
| \$ | Equipment and Supplies |
| \$ | Other Direct Costs |
| \$ | TTL Funding Request |

Section 2: Budget Narrative

| Required | Required | Required |
|-------------------------|----------------------------------|------------------------------|
| Amount Requested | Budget Category | Detailed use of funds |
| \$ | Administrative Personnel | |
| \$ | Other Professional/Support Staff | |
| \$ | Fringe Benefits | |

| | | |
|----|----------------------------|--|
| \$ | Travel | |
| \$ | Equipment and Supplies | |
| \$ | Other Direct Costs | |
| \$ | TTL Funding Request | |

Appendix I: FORM 4 – SAMPLE NOTICE OF GRANT AWARD



THECB Award Number: {XXXX}
Appropriation Year (AY): 2024

Notice of State Grant Award to {contracted_party}

| | |
|--|--|
| Grantee Name and Address: {contracted_party} {contractedPartyAddress} {contractedPartyCity}, {contractedPartyState} {contractedPartyZip} | Grant Title: 2024 College Readiness and Success Models |
| | Amount of Award: \$ {total_\$} |
| | Division: 218 Developmental Education |
| | Term of Grant: Upon Execution to 8/31/2026 All funds must be incurred by 8/31/2026 . |
| | Payment Method: – This NOGA is awarded in the amount of \$XX, of which XX% (\$XX) will be paid upon execution of the contract. The remaining funds will be paid upon receipt of an interim report in Month/Year providing demonstration of satisfactory progress as determined by the THECB. The advancement of funds is necessary to enable the Grantee to fully perform the Services described in its Application. |
| Authority: Texas Education Code §61.0762(a)(5), Programs to Enhance Student Success and 88th Leg, HB1, GAA, Article III-62, Rider 28, Developmental Education and Underprepared Student Support | |
| The Texas Higher Education Coordinating Board’s (“THECB”) and the Grantee’s (collectively, referred to as “the parties”) execution of this Notice of Grant Award creates a legally binding agreement between the parties. The Program requirements (e.g., objectives, scope, budget, methodology) as stated in (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 are incorporated into and made a part of this Notice of Grant Award for all purposes, supersede any prior or contemporaneous understandings between the parties pertaining to the subject matter herein whether oral or written, and collectively constitute the entire agreement between the parties. In the event of a conflict in the language contained in the incorporated documents, conflicts shall be resolved by reference to the language contained in the documents in the order listed above. Any changes in the approved Grant must follow THECB’s amendment process as defined in the RFA. If not a strictly reimbursable award, any funds received by Grantee and not expended prior to the end of the grant term indicated above shall be returned to THECB within ninety (90) calendar days unless otherwise agreed by THECB and Grantee. | |
| Signed by THECB Official: | Signed by Grantee Official: |
| {sign Contact} {sign Contact title} | {signed_by} {signed_by title} |
| Date: | Date: |