



## **REQUEST FOR APPLICATIONS**

### **TEXAS HIGHER EDUCATION COORDINATING BOARD**

**Carl D. Perkins Equitable Access and Opportunity**

**Program:**

**Evidence-Based Projects Supporting Career and  
Technical Education Students**

**Texas Evidence-Based Grant-Making**

**2022-2024**

781-2-26356

<b>APPLICATION DEADLINE: June 14, 2022</b>
<b>APPLICATION COVER PAGE AND FEDERAL CERTIFICATIONS DEADLINE: June 21, 2022</b>

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## **1 OVERVIEW OF FUNDING OPPORTUNITY**

### **1.1 PROGRAM TITLE**

Carl D. Perkins Equitable Access and Opportunity Program: Evidence-Based Projects Supporting Career and Technical Education Students

### **1.2 SYNOPSIS OF PROGRAM**

The Texas Higher Education Coordinating Board ("THECB") requests that Texas public postsecondary institutions ("public postsecondary institutions") submit Proposals for consideration for funding under the Carl D. Perkins Equitable Access and Opportunity Program to support high quality, evidence-based programs to increase equitable access to Career and Technical Education (CTE) programs and equitable opportunities for success for new and current students with documented barriers to attainment of high value credentials.

The Carl D. Perkins Equitable Access and Opportunity Program is supported by Perkins State Leadership Funds. To receive federal funding under the Carl D. Perkins Equitable Access and Opportunity Program, an Eligible Applicant must meet the requirements of this Request for Applications ("RFA") and address relevant goals and objectives of the Perkins V State Plan 2020-2024 under the Strengthening Career and Technical Education for the 21st Century Act (Perkins V). The full text of the law can be found at

<https://www.govinfo.gov/content/pkg/PLAW-115publ224/pdf/PLAW-115publ224.pdf>.

### **1.3 CFDA CODE**

Catalog of Federal Domestic Assistance Code, 84.048A, Leadership Grants

### **1.4 FUNDING SOURCE**

Federal Carl D. Perkins funds in Texas are provided through the Strengthening Career and Technical Education for the 21st Century Act (Perkins V).

### **1.5 FEDERAL GRANT FUNDING AGENCY**

Department of Education

### **1.6 FEDERAL GRANT FUNDING AGENCY AWARD DATE**

July 1, 2022

### **1.7 AWARD FOR RESEARCH AND DEVELOPMENT?**

NO

### **1.8 POINT OF CONTACT**

Mindy Nobles, Assistant Director  
Workforce Education Division  
Texas Higher Education Coordinating Board  
Email: [Mindy.Nobles@highered.texas.gov](mailto:Mindy.Nobles@highered.texas.gov)

## **2 AWARD SUMMARY**

### **2.1 AWARD AMOUNT**

There is no prescribed award amount. A public postsecondary institution should request an amount that adequately supports the proposed project.

## **2.2 GRANT TERM**

The Grant Term is expected to be from the issuance of the Grant Award: TBD. All Grant funds must be expended during the Federal Funding Period: September 1, 2022, through August 31, 2024.

## **2.3 CALENDAR OF EVENTS**

The application process for this RFA is anticipated to proceed according to the calendar below. The THECB reserves the right to revise this calendar or any portion of this RFA by published addendum.

<b>Date</b>	<b>Event</b>
March 1, 2022	RFA Posted on THECB Website
June 1, 2022	Inquiry Deadline
June 14, 2022	Applications Due
June 21, 2022	Application Cover Page and Certification Regarding Lobbying Due
June 22-July 12, 2022	Evaluation of Applications
July 13, 2022	Notifications to Institutions of Grant Award
July 13-26, 2022	Negotiations toward Final Contracts
July 27-August 31, 2022	Process Notices of Grant Award (NOGAs)

## **3 ELIGIBILITY INFORMATION**

### **3.1 ELIGIBLE APPLICANTS**

All public postsecondary institutions eligible to receive funds under the Perkins D. Perkins Formula Grant program may submit applications.

### **3.2 NUMBER OF SUBMISSIONS BY APPLICANTS**

Eligible Applicants should submit one fully developed application.

## **4 INQUIRIES**

The Applicant must direct all inquiries via email to the Point of Contact (Sec. 1.8) by 11:30 PM CT, on or before June 1, 2022. The Applicant must not discuss an Application with another THECB employee unless authorized by the Point of Contact.

All responses from the Point of Contact will be in writing and will be binding. Any information deemed by the Point of Contact to be important and of general interest, or that modifies requirements of the RFA, if occurring before the THECB's deadline to submit an Application, will be sent in the form of an addendum to the RFA to all Eligible Applicants.

## **5 APPLICATION PROCESS**

A replica of the application may be found in Appendix B. Applicants will download fillable application forms from the Carl D. Perkins Equitable Access and Opportunity Program page at <https://www.highered.texas.gov/peaop>. Applications are due to the THECB by 11:30 PM CT, on or before June 14, 2022. All application sections must be addressed for the application to be considered complete. An application may be rejected if it fails to meet all requirements of this RFA. The Point of Contact may seek clarification from the applicant at any time, and failure to respond within a reasonable length of time is cause for rejection of an application.

Each submitted application will be reviewed and evaluated two evaluation teams: an application evaluation team and a tier evidence evaluation team working within the Texas Evidence-Based Grant-Making framework (Section 8). Submitting an Application does not guarantee the Application will be selected for funding. Carl D. Perkins Equitable Access and Opportunity Program grants will be awarded through a competitive process based on merit and availability of funds.

The Applicant(s) selected for funding will undergo negotiations with THECB staff to finalize expectations, budget, timelines, and deliverables. THECB staff will then issue a Notice of Grant Award (NOGA) to the Applicant. If an agreement on terms cannot be successfully reached within a reasonable period, discussions will be terminated and THECB staff may begin discussions with the next highest-ranking applicant.

All applicants must:

1. Submit a completed application by email to [Perkins.Equity@highered.texas.gov](mailto:Perkins.Equity@highered.texas.gov) by 11:30 PM CT, on or before June 14, 2022. Transmittal emails must use the Subject line APPLICATION [INSTITUTION NAME].
2. Submit application cover page with signatures (Appendix A), the Certification Regarding Lobbying (Appendix C), and the Federal Funding Accountability and Transparency Act (FFATA) form (Appendix D). The three documents must be submitted by email to [Perkins.Equity@highered.texas.gov](mailto:Perkins.Equity@highered.texas.gov) by 11:30 PM CT, on or before June 21, 2022. Transmittal emails must use the Subject line COVER PAGE & CERTIFICATIONS [INSTITUTION NAME].

Late Applications will not be accepted.

## **6 PROGRAM AUTHORITY**

Program authority to award funds under the Carl D. Perkins State Leadership Program derives from the Strengthening Career and Technical Education for the 21st Century Act, Title I, Career and Technical Education Assistance to the States, Part B, Sec. 124, State Leadership Activities. Certain requirements applicable to the Perkins Act are contained in the Workforce Investment Act (29 USC 2801 et seq.), as amended (Public Law No. 105-220). Program and policy guidance relating to the Perkins Act requirements are available online on the Perkins Collaborative Resource Network (PCRN) at <https://cte.ed.gov/>.

## **7 PROGRAM DESCRIPTION**

Overview. Perkins V, which went into effect July 1, 2019, established a new emphasis on the success of Perkins special populations students and new accountability for states and Perkins grant awardees. Perkins V Sec. 2(8) PURPOSE added a new statutory purpose of “increasing the employment opportunities for populations who are chronically unemployed or underemployed, including individuals with disabilities, individuals from economically disadvantaged families, out-of-workforce individuals, youth who are in, or have aged out of, the foster care system, and homeless individuals.”

The Act also strengthened Sec. 113 ACCOUNTABILITY. In addition to “continually mak[ing] meaningful progress toward improving the performance of special populations,” states and grant awardees must disaggregate reported data “for each of the core indicators of performance...for ...special populations...that are served under this Act; and by the career and technical education or programs of study of the CTE concentrators. In reporting to the U.S.



Department of Education, states must “identify and quantify any disparities or gaps in [the] performance” of special populations (Subsec. (b)(3)(C)(ii)(I and II)).

The THECB intends to award grants under the Carl D. Perkins Equitable Access and Opportunity Program to address the Perkins V statutory emphasis on recruiting and supporting special populations students, as defined in Perkins V (Sec. 3(48)), toward successful outcomes in CTE programs. Grants awarded under the Carl D. Perkins Equitable Access and Opportunity Program will increase equitable access to CTE programs for the target population and support equitable opportunities for student success.

The Carl D. Perkins Equitable Access and Opportunity Program additionally introduces use of the Texas Evidence-Based Grant-Making model (Section 8) for Perkins State Leadership grant awards.

The Texas Evidence-Based Grant-Making model is intended to link grant funds directly to THECB Perkins equity priorities while maintaining the flexibility to support innovative projects. Supporting evidence-based projects with objective outcomes reporting will help the THECB to learn about the innovation, effectiveness, and cost of various approaches to supporting Perkins special populations students toward successful completion of CTE programs.

Goal: The goal of this competition is to advance sustainable and scalable evidence-based approaches to equitable access and opportunity for CTE students with unique or special circumstances.

Description: Awards will be made to institutions that design evidence-based programs specifically for students with unique or special circumstances, defined as Perkins V’s nine categories of special populations (Sec. 3(48)) Special Populations:

1. individuals with disabilities;
2. individuals from economically disadvantaged families, including low-income youth and adults;
3. individuals preparing for non-traditional fields;
4. single parents, including single pregnant women;
5. out-of-workforce individuals;
6. English learners;
7. Homeless individuals described in section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C 11434a);
8. Youth who are in, or have aged out of, the foster care system; and
9. Youth with a parent who
  - a. Is a member of the armed forces (as such term is defined in section 101(a)(4) of title 10, United States Code); and
  - b. Is on active duty (as such term is defined in section 101(d)(1) of such title).

General Requirements. Projects must be designed to make a significant, scalable impact on the recruitment and support of students with unique or special circumstances. Projects must be sustainable after the grant period toward a sustainable and scalable impact on the institution’s current and future special populations students.

## **8 TEXAS EVIDENCE-BASED GRANT-MAKING**

This RFA introduces the Texas Evidence-Based Grant-Making (TEBGM) approach to Perkins State Leadership grants. The core purpose of TEGM is to support and develop high-quality evidence-based programs in Texas, while allowing colleges the flexibility to propose new

programs for which data do not yet exist. This section provides an introduction to the Texas Evidence-Based Grant-Making methodology, including:

- a glossary of evidence terms;
- the rationale for the Texas Evidence-Based Grant-Making approach; and
- the Texas Evidence-Based Grant-Making evidence tiers.

## **8.1 GLOSSARY OF EVIDENCE TERMS**

Causal evidence: Evidence that documents a relationship between an activity, treatment, or intervention (including technology) and its intended outcomes, including measuring the direction and size of a change, and the extent to which a change may be attributed to the activity or intervention

CLEAR: Clearinghouse for Labor Evaluation and Research, U.S. Department of Labor (DOL)

Deliverable: A deliverable is any product or service that must be completed to finish a project

Essentially similar: A degree of similarity and high fidelity, or exactness, of the details or elements of the implementation plan between a program that is being proposed and the elements of the program which will be reproduced based upon its evidence of success with a population

Evaluation: A formal, rigorous process of assessing quality, importance and value through the application of specific methods and statistics

Evidence: The available body of facts or information indicating whether a proposition or relationship is true or valid

High Fidelity: The high degree of exactness with which the program design and implementation are reproduced

Intervention: An action taken to improve a situation

Logic model: A road map or depiction that presents the shared relationships among the resources, activities, outputs, outcomes, and impact for your program, which depicts the relationship between the program's activities and its intended effect

Outputs: What a program or activity has produced, e.g., number of program completers (outputs do not address the value or impact of services)

Outcomes: The level of performance or achievement that occurred because of the activity or services a program has provided, e.g., the percentage of program completers who gain employment and remain employed at specific time intervals

Performance Metrics: Measure the performance of a program through the documentation of specific data sets and measurement methodologies, allowing a basis to be formed regarding overall program success in achieving intended goals, outputs, and outcomes

Study: A detailed investigation and analysis of a subject or situation

## **8.2 WHY EVIDENCE-BASED GRANT-MAKING?**

The most effective job training programs open up new opportunities and can ultimately help to change a person's life. These programs result in meaningful employment in a career pathway that is well-suited to the individual and support economic mobility. At the same

time, prioritizing high quality programs opens up resources to serve new participants. These programs serve populations with significant barriers to employment yet effectively reduce the number of job seekers who cycle in and out of low-quality or poor-fit jobs, thereby requiring repetitious support from the workforce system.

Grant funding can be used to facilitate innovative approaches to improve job training programs and to scale proven methods that lead to better employment outcomes for workers and higher productivity for employers in Texas. With this in mind, Texas is implementing a two-pronged approach that will link grant funds directly to common priority outcomes while continuing to support innovative practices. This approach will create incentives for grant applicants to identify and use program models that have demonstrated a record of effective outcomes. To continue to encourage innovative, but less well tested program models, the state is designing a tiered strategy. Evidence tiers have been defined to support a graduated method for programs and applicants to adapt to evidence-based grants. Some grant programs in Texas have already introduced and defined performance-based outcomes metrics, and prior grant outcomes data will be required in the application process, where relevant.

Embedding outcome-based applications and outcomes reporting in state workforce grant programs will help the state learn about the implementation, effectiveness, and cost of various approaches. The interventions that have been introduced by the workforce system to date have been producing a growing body of evidence that can be used to identify effective practices that help participants develop the skills required to find and maintain employment. Grant applicants will be encouraged to consider and identify applicable evidence. Similarly, the outcomes of pilot programs can be shared to incentivize replication if the measures are clearly defined and relevant to the priority outcomes.

### **8.3 BUILDING EVIDENCE FOR THE FUTURE**

As the process of awarding bonus points for program design and anticipated outcomes that are based on evidence commences, THECB recognizes that this is a dynamic process. Applicants will find that while the application asks for evidence to support the proposed program design and anticipated outcomes, there is a place for all programs on the evidence continuum. From newly created programs to those that are replicating a program that has been rigorously evaluated by an external entity, all are encouraged to find the evidence tier that demonstrates and best supports their proposed program. In future grant solicitations, as applicants become familiar with the types and use of evidence to support applications, THECB anticipates that proposed programs will move into higher tiers of evidence.

### **8.4 EVIDENCE TIER DEFINITIONS AND REQUIREMENTS**

This section explains the evidence tiers and requirements for each. See Section 9.2 below for instructions on how to determine the correct evidence tier for the applicant's proposed project.

#### High Evidence Program Tier

High evidence programs are ones that are supported by rigorous evaluations of the program or of an essentially similar program design and outcomes. The program or essentially similar program must have:

- conducted two or more well designed and well implemented Randomized Controlled

Trial or Interrupted Time Series studies that include both a comparison group and a statistically valid technique to assess causation that eliminates or minimizes confounding factors. The studies must have had minimal attrition. The studies must show that the program has **both a positive and meaningful outcome**, and that there is a **high degree** of confidence that the outcome is primarily caused by the program.

For a full description of the criteria to achieve the High Evidence rating, please see [Causal Evidence Guidelines, Version 2.1](#). at [CLEAR.dol.gov](#), noting that applicants must have two or more studies that meet the High Evidence rating in CLEAR or Other Entity to be considered for the High Evidence Program Tier.

The proposed program must be a replication of a program cited by CLEAR or Other Entity (see next page) as a high evidence program with positive and meaningful outcomes. An explanation of (1) why the program is appropriate for the proposed region and population and (2) whether similar outcomes are expected must be included in the Documentation of Evidence section of this application.

### Moderate Evidence Program Tier

Moderate evidence programs are ones that are supported by rigorous evaluations of the program or of an essentially similar program design and outcomes. The program or essentially similar program must have:

- conducted at least one study that includes both a comparison group and a statistically valid technique to assess causation that eliminates or minimizes confounding factors. This study must show that the program has **both a positive and meaningful outcome**, and that there is a **modest degree** of confidence that the outcome is primarily caused by the program.

For a full description of criteria to achieve the Moderate Evidence rating, please see [Causal Evidence Guidelines, Version 2.1](#). at [CLEAR.dol.gov](#).

The proposed program design and anticipated outcomes must be consistent with a program cited by CLEAR or Other Entity (see next page) as a moderate evidence program and will be implemented with limited modifications. An explanation as to why the program is appropriate for the proposed geography and population and whether similar outcomes are expected must be included in the Documentation of Evidence section of this application.

### Performance Program Tier

These programs offer outputs and outcomes data and information as evidence, conduct assessments of participants to demonstrate effectiveness of their programs, and conduct at least one post program follow up to track the outcomes of participants. The data provided to demonstrate evidence for this tier must be outputs and outcomes data from programs that the applicant conducted during the past five years.

Primary support for these programs' effectiveness is provided through historical data showing that the program creates an intended change in participants, and that participants show a positive outcome following participation in the program. To be reviewed on the basis of previously implemented programs, an applicant must have historical output and outcome

data for at least two years, either directly collected or from the similar program being used as evidence.

### Experience Program Tier

These programs do not perform evaluations of participant success in the program, do not collect performance data or follow up with participants, or evaluate the effect of the program on participants (though they may do a satisfaction survey of participants). Primary support for these programs' effectiveness is provided through anecdotal participant success stories or other testimonials. Experience programs must have been providing services for at least one year prior to grant application.

### New Program Tier

These programs are entirely new and are not similar to an existing program. New programs have no evidence of effectiveness and have not been evaluated. An applicant must explain why the proposed program will achieve the outcomes specified in the main body of the application and demonstrate that there is capacity to collect sufficient data to track outcomes from the program.

## **8.5 WHERE TO ACCESS MODELS FOR HIGH OR MODERATE TIERS DEFINITIONS AND STUDIES**

### **Clearinghouse for Labor Evaluation and Research (CLEAR)**

CLEAR's mission is to make research on labor topics more accessible to practitioners, policymakers, researchers, and the public more broadly so that it can inform their decisions about labor policies and programs. CLEAR identifies and summarizes many types of research, including descriptive, implementation, and impact studies. In addition, CLEAR assesses the quality of research that looks at the effectiveness of particular policies and programs. Link: [https://clear.dol.gov/study\\_database](https://clear.dol.gov/study_database)

### **Other Entities**

Pathways to Work Evidence Clearinghouse. Link: <https://pathwaystowork.acf.hhs.gov/studies>

CrimeSolutions. Link: <https://www.crimesolutions.gov/advsearch.aspx>

## **9 INSTRUCTIONS FOR COMPLETING APPLICATION**

In this section, all references to the Application mean the fillable PDF application posted on the Carl D. Perkins Equitable Access and Opportunity Program webpage at <https://www.highered.texas.gov/peaop>. A replica of the application is provided in Appendix B.

### **9.1 APPLICATION COVER PAGE**

Applicants must enter all information requested. The application cover page (Appendix A) must bear the signature of the applicant's representative who is authorized to bind the applicant. An electronic copy of the application cover page must be submitted via email with the Certification Regarding Lobbying and FFATA forms to [Perkins.Equity@highered.texas.gov](mailto:Perkins.Equity@highered.texas.gov) on or before June 21, 2022 at 11:30 PM CT

The signatures on the application cover page will signify an applicant's compliance with all

provisions set forth in this RFA.

## **9.2 APPLICATION SECTION I: DETERMINING EVIDENCE TIERS**

Using the instructions below, Applicants will complete Section I of the Application to earn bonus points that will be added to the overall Application score. Section I of the application includes I.A Evidence Tier Chart and I.B Documentation of Evidence.

Background. THECB values and will consider awards to programs at all levels of the evidence continuum and expects programs to improve data collection and evaluation methods in order to improve a program's evidence over time. IMPORTANT: The collection of evidence is being implemented across state workforce grant programs. The evidence tier approach recognizes the different capabilities between potential program developers and grant applicants at this time. Applicants that do not have current performance data or evaluation reports as evidence that supports the proposed program design or intervention are encouraged to apply.

Complete the following three steps to ensure that this application meets the requirements to be considered under the appropriate evidence tier for the program:

1. Determine the appropriate tier using the guiding questions below.
2. Select the appropriate evidence tier in Section I of the Application.
3. Provide documentation as required to support evaluation of the application for the evidence tier selected.

Evidence tiers are defined to support the assessment of common factors of program success. Documentation helps evaluators determine bonus (incentive) points in scoring and understand the strength of each applicant's evidence base and the likelihood that the proposed intervention will lead to the outputs and outcomes identified in the narrative descriptions in the main body of the application.

Determining, Selecting, and Providing Documentation for the Application Evidence Tier. Use the decision tree below to determine which evidence tier to select for the Application. Select the tier that best represents the program the institution is proposing in this grant application. **An Applicant may select only one tier.**

After tier selection is made in the Application, the Applicant must complete the appropriate data chart and/or fill out the form field for the evidence tier selected. Charts and form fields follow the evidence tier list in the online application posted at <https://www.highered.texas.gov/peaop>.

### Decision Tree

1. Is the program developed internally, or is it based on the program design of another program or organization?  
**Yes**, it is developed internally. Go to Question 2.  
**No**, it is based on the program design of another program. Go to Question 5.
2. Is the program new or has it been offered in an essentially consistent and comparable way in past years?  
**Yes**, the program is new.

- Because the program is new and developed internally, select the New Program Tier on the Application.

**No**, the program has been offered in past years. Go to Question 3.

3. In prior years, has data been collected on the outputs and outcomes of the program? Please refer to Application's **Performance Chart** for the **Performance Program Tier** for the relevant data sets required.

**Yes**, data has been collected on the performance metrics. Go to Question 4.

**No**, data has not been collected on the performance metrics.

- Because the program has been delivered previously but data was not collected on the performance metrics, select the Experience Program Tier on the Application.

4. Has an evaluation of your program been reviewed by [DOL's Clearinghouse for Labor Evaluation and Research \(CLEAR\)](#)/Other Entity?

**Yes**, a program evaluation has been submitted to CLEAR/Other Entity.

- If the program evaluation received a "high" rating and demonstrated both a positive and meaningful outcome and there is another review from CLEAR or Other Entity that supports the same, select the High Evidence Program Tier, and complete the Documentation of Evidence Chart for the High or Moderate Evidence Program Tier to reference the CLEAR/Other Entity Review Study on the Application.
- If the program evaluation received a "moderate" rating and demonstrated both a positive and meaningful outcome, select the Moderate Evidence Program Tier and complete the Documentation of Evidence Chart for the High or Moderate Evidence Program Tier to reference the CLEAR/Other Entity Review Study on the Application.
- If the program evaluation has not yet been reviewed, or received the "low" rating, select the Performance Program Tier, submit performance metrics, and complete the Performance Chart on the Application.

**No**, a program evaluation has not been reviewed by CLEAR/Other Entity listed in RFA Section 8.5 Where to Access Models for High or Moderate Tiers Definitions and Studies.

- Select the Performance Program Tier and submit performance metrics and requirements in the Performance Chart on the Application.

For Institutions Implementing the Design of Another Program and Expecting Similar Performance Outputs and Outcomes Only

5. Is the design of your program essentially similar to the program design and theory of change of the original program that this application proposes to implement?

**Yes**, our program will be essentially similar and have high fidelity to the original. Go to Question 6.

**No**, our program will incorporate significant changes from the model program.

Because your program is not a high-fidelity implementation of an existing program, select the New Program Tier on the Application.

6. Was an evaluation of the original program reviewed by CLEAR/Other Entity listed in RFA Sec. 8.5, and is there another study from CLEAR or Other Entity that supports the same program, and did the evaluation(s) demonstrate both a positive and meaningful outcome?

**Yes**, an evaluation was reviewed by CLEAR/Other Entity and there is a second study that supports the same.

- If the program evaluation received a “high” rating, select the High Evidence Program Tier, and complete the Documentation of Evidence Chart for the High Evidence Program Tier to reference the CLEAR/ Other Entity Review Study.
- If the program evaluation received a “moderate” rating, select the Moderate Evidence Program Tier and complete the Documentation of Evidence Chart for the Moderate Evidence Program Tier to reference the CLEAR/ Other Entity Review Study.
- If the evaluation has not yet been reviewed or received the “low” rating, select the Performance Program Tier and complete the Performance Chart on the Application.

**No**, an evaluation was not submitted. Go to question 7.

7. Do you have performance data from the program or one that is similar which can be used to demonstrate the applicant’s ability to achieve program outcomes?

**Yes**, we have performance data from the program or one that is similar that we implemented within the past five years.

- Select the Performance Program Tier and complete the Performance Chart as completely as possible with data from the original program.

**No**, we do not have performance metrics data from the original program.

- Because your program does not have data from the original program, select the Experience Program Tier on the Application.

#### Evidence Tier Bonus Scoring: Information for Applicants

Bonus points will be added to the overall application score based on the level of the evidence continuum shown in the Application (Appendix B).

RFA Sec. 10.2 Tier Evidence Bonus Points lists the values assigned to the evidence tiers.

### **9.3 APPLICATION SECTION II: PROGRAMMATIC NARRATIVE**

The application narrative develops a full description of the proposed program. Applicants should build a clear and convincing case that the program will have a significant impact on students served and that it will bring about sustainable and scalable improvement in equitable access to CTE programs and equitable opportunity for success in those programs.

#### **9.3.1 DEMONSTRATED LEVEL OF COMMITMENT**

Applicants will document the institution’s level of commitment to equitable access and opportunity for students with barriers to success in the following ways:

- Describe how the institution is currently working toward more equitable access and opportunity for the target population;
- Discuss the role of student equity in the institution’s overall mission and values; and



- Document the commitment of the institution's executive leadership to student equity.

### **9.3.2 DEMONSTRATED STUDENT NEED**

Applicants will discuss and document the barriers to success that the proposed project is intended to mitigate or eliminate.

### **9.3.3 QUALITY OF PROJECT PLAN**

Applicants will describe the purpose, scope, goals and objectives, program design, deliverables, and intended outcomes of the proposed project. Applicants will also complete a Program Evaluation Plan to list project goals, objectives, and activities, with a timeline and measurable or finite performance targets for each activity. A measurable target is one for which the outcome is quantifiable. A finite measure is one that has a single defined outcome for which the measure is met if the outcome is achieved.

### **9.3.4 KEY STAFF**

Applicants will identify staff who will implement the project, discuss their qualifications for the work, and describe past and current equity work performed by the individuals.

### **9.3.5 EXTENT AND DURABILITY OF PROJECT**

Applicants will describe the proposed project's planned impact on targeted students during the grant period and its intended future impact on students with barriers to success after the grant period has ended. The institution will discuss how it will maintain and institutionalize the deliverables of the project after the funding period.

### **9.3.6 REPLICABILITY**

Applicants will describe the extent to which the project can be replicated by other institutions in whole or part and discuss approaches to ensuring replicability

## **9.4 APPLICATION SECTION III: PROJECT BUDGET**

All costs/expenses must be clearly linked to the accomplishment of proposed activities. All expenditures must comply with applicable rules and laws, including the allowable cost principles in the applicable Uniform Grant Guidance (e.g., 2 CFR Chapter I, Chapter II, Part 200, et al.). The budget must comply with Supplementing Versus Supplanting principles (Appendix G) and the Perkins Grant Cost Guidelines (Appendix H). Requirements for budget line items for each budget schedule are provided below. Capital Equipment is not an allowable expense under this grant program.

### **9.4.1 Schedule A: Salaries and Fringe Benefits.**

Include salaries projected for college staff who will be paid from Perkins Equitable Access and Opportunity Program Grant funds. The Applicant must calculate salaries at a pay rate that is comparable to those paid for similar positions by the Applicant. If there are no comparable positions, salaries will be considered reasonable to the extent that the salaries are comparable to those paid for similar work in the labor market. The Chief Executive Officer of the Applicant may be required to provide certification of comparable salaries.

The Applicant may not request salaries and fringe benefits for executive officers (including the president, vice presidents, and deans) or administrative support staff who

may directly or indirectly work on the grant's activities and programs.

*Line Item Entry Format: The campus (if applicable), title of the position, brief description of the work, and indication of full-time or part-time employment; the percentage of time the position will spend on Grant activities; and the total grant-funded compensation for the grant period.*

II. Title/Position	III. % of Time on Project	IV. Amount
Project Manager (FT) to coordinate project activities and deliverables.	50%	\$32,485

The Awarded Applicant must require persons paid by the Grant to keep Time and Effort Records, with the exception of tutors and lab assistants paid wholly from Grant funds, who may document work through hourly time sheets. See additional information in Section 11.47 of this RFA.

#### **9.4.2 Schedule B: Travel.**

Schedule B will identify in-state and out-of-state travel that is directly related to Perkins Equitable Access and Opportunity Program Grant activities. Additional information about allowable and unallowable travel and travel costs is included in Appendix H (Grant Cost Guidelines). Note that fees for conferences or meetings should appear on Schedule F, Operating Expenses.

Grantees will be asked to travel to Austin or participate in a virtual meeting once during the grant period on a date determined by THECB staff to make a presentation on grant activities to THECB staff and other State Leadership grantees. The awarded applicant is additionally expected to make a presentation to at least one state professional conference during the grant period to disseminate information about the grant to other CTE professionals.

The Applicant may not request coverage of travel expenses for executive officers (including the president, vice presidents and deans) or administrative support staff who may directly or indirectly work on Perkins Equitable Access and Opportunity Program Grant activities.

*Line Item Entry Format: The campus (if applicable) and position(s) of the traveler(s); purpose of and justification for the travel, dates and location of the destination (if known at the time the Application is submitted); and the total cost.*

II. Title/Position	III. Purpose	IV. Amount
Student Services Coordinator	Travel between campus locations to meet with students and conduct student activities	\$960

The Awarded Applicant must:

- 1) Have written policies and procedures for employees who travel on Perkins business and seek travel reimbursement from the Grant Award;
- 2) Reimburse employees traveling on Perkins business at the federal lodging and per diem rates or the Awarded Applicant's rates, whichever are more stringent;
- 3) Reimburse employees traveling on Perkins business at per diem rates or for actual

costs not to exceed the per diem rates;

4) Reimburse travel costs that exceed the per diem rates with other funds (not Perkins funds) that are available to the Awarded Applicant; and

5) Reimburse actual car mileage at the current rate established by the Texas Comptroller of Public Accounts or the Awarded Applicant's rate, whichever is more stringent.

#### **9.4.3 Schedule C: Capital Expenditures and Equipment.**

Capital equipment is not an allowable expenditure under this grant program.

#### **9.4.4 Schedule D: Consultant and Service Contracts.**

Schedule D will identify professional services to be performed by independent consultants or contractors who are not employees of the Applicant. This may include speakers or presenters as well as those advising the Applicant.

The Applicant may not request consultant or contract fees for any services that can be provided by employees of the Applicant. Consultants paid with Perkins Equitable Access and Opportunity Program Grant funds must not derive any portion of their regular salary from other Perkins Act sources. An employee of the Applicant may not be paid as a consultant or contractor even if the work is done while the employee is on leave or after regular work hours (2 CFR §200.459)

Schedule D may not include vendor contracts, which must be budgeted under Schedule F: Operating Expenses, Services, Books, and Supplies.

*Line Item Entry Format: Campus (if applicable), name of the consultant; a description of and justification for the services provided; and total cost of those services.*

II. Individual or Firm	III. Purpose	IV. Amount
Magritte Stephenson	3 Growth vs Fixed Mindset Webinars for students served by grant	\$4,500

The Awarded Applicant must:

- 1) Conduct all procurement transactions in a manner that provides, to the maximum extent practical, open and free competition (2 CFR §200.319);
- 2) Base consultant/contractor selection on demonstrated competence, qualifications and experience, and the reasonableness of the proposed fee;
- 3) Base fees on the Awarded Applicant's purchasing policy and may include reimbursement for materials, travel, and other actual costs associated with the consultant/contractor services;
- 4) Follow a formal procurement process, including a bidding process, and including (a) compliance with suspension and debarment by performing a verification check including a Sam.gov verification, (b) collecting a certification from the entity, and (c) adding a clause with specific terminology to address suspension and debarment requirements. (See Section 13 of this RFA for more information on suspension, debarment, and certification; and 2 CFR §200.214);
- 5) Maintain procurement records for purchases in excess of the small purchase

threshold that include the following information at a minimum: (a) basis for contractor selection, (b) justification for lack of competition when competitive bids or offers are not obtained, and (c) basis for award cost or price (2 CFR §200.320);

6) Require the consultant or subcontractor to meet the same requirements for purchasing, equipment, and other inventoried items as the Awarded Applicant;

7) Pay the consultant or contractor on a reimbursement basis;

8) Retain all executed contracts for consultant/contractor services for a minimum of seven years;

9) Ensure that consultants and contractors paid with Grant funds do not derive any portion of their regular salary from other Perkins Act sources; and

10) Ensure that Historically Underutilized Businesses (HUBs) are solicited whenever they are potential sources (2 CFR §200.321).

#### **9.4.5 Schedule E: Sub-grants and Subcontracts.**

Schedule E will identify grants and contracts with other entities to carry out a portion of the Applicant's responsibility under the Perkins Equitable Access and Opportunity Program Grant.

*Line Item Entry Format: Name of the sub-grantee or subcontractor; a description of and justification for the services provided; and total cost of services.*

<b>II. Recipient</b>	<b>III. Purpose</b>	<b>IV. Amount</b>
Durango College	Regional partner institution for equity project deliverables and assessment of activities.	\$7,500

The Awarded Applicant must:

1) Conduct all sub-grant and subcontract transactions in a manner to provide, to the maximum extent practical, open and free competition;

2) Follow a formal procurement process including a bidding process for sub-grants and subcontracts and follow compliance with suspension and debarment by performing a verification check including a System for Award Management (SAM) verification, collecting a certification from the entity, and adding a clause with specific terminology to address suspension and debarment requirements;

3) Maintain documentation for:

a. Basis for sub-grant and subcontractor selection;

b. Justification for lack of competition when competitive bids or offers are not obtained; and

c. Basis for award cost or price;

4) Require that all travel, equipment, and other inventoried items purchased by the sub-grantee or subcontractor meet the same requirements as those for the Awarded Applicant;

5) Reimburse all work of the sub-grantee or subcontractor on a reimbursement basis

only; and

6) Retain all executed sub-grants and subcontracts for a minimum of seven years.

#### **9.4.6 Schedule F: Operating Expenses, Services, Books, and Supplies.**

Schedule F will identify all other allowable direct costs (other than those identified in Schedules A-E).

*Line Item Entry Format: Campus (if applicable), description of and justification for the item, unit cost of the item if more than one unit would be purchased; and the total cost.*

II. Description	III. Amount
10 iPads for use by students served through program during on-campus activities (@\$400/unit)	\$4,000

The Awarded Applicant must maintain policies, procedures, and practices consistent with 2 CFR §200.302 as it pertains to effective control over property, including but not limited to the following:

- 1) A control system to ensure adequate safeguards against loss, damage, or theft of noncapital equipment;
- 2) Purchasing, inventorying, and labeling of noncapital equipment;
- 3) Permanent labeling or etching of noncapital equipment acquired at a unit cost of \$500-\$4,999; and
- 4) Ensuring that CTE programs and students have preemptive priority in the use of noncapital equipment and other Schedule F items purchased with Perkins Grant funds. Any other use of these items must be incidental to the primary use and may not add to the cost, wear and tear, or operation of the equipment or inventoried item purchased with Perkins Grant funds.

The Awarded Applicant must provide a cost breakout for supplies, consumables, and outreach materials with a total line-item cost of \$5,000 or more.

#### **9.4.7 Schedule G: Administration/Indirect Cost.**

The Administration/Indirect Cost to the Grant is limited to no more than five percent of total direct expenditures. There are two allowable methods for arriving at the Administration/Indirect Cost, of which the Applicant must choose one:

Indirect Method. The Applicant has a federally approved Indirect Cost Plan on file and makes it available upon request.

Allocation Method. The Applicant has a calculation projection on file, available upon request, showing that indirect administrative cost is no more than five percent of the total Allocation.

I. Description	II. Amount
Allocation Method: Institution must have a calculation projection on file.	\$10,231

## 10 APPLICATION EVALUATION CRITERIA

Applications will be evaluated on the criteria listed below. Tier evidence bonus points will be awarded based on the level of evidence provided to support the application's potential for impact. A maximum of 110 points is possible for each application.

Applications will be evaluated by two independent teams of reviewers. A programmatic evaluation team will score each application consistently with the points spread shown in Section 10.1. An evidence evaluation team will review evidence for the claimed tier level and award bonus points consistently with Section 10.2 below.

### 10.1 APPLICATION EVALUATION CRITERIA

CRITERION	POINTS
Demonstrated Level of Commitment	20
Demonstrated Student Need	10
Quality of Project Plan	40
Key Staff	10
Extent and Durability of Impact	15
Replicability	5
<b>TOTAL POSSIBLE EVALUATION POINTS</b>	<b>100</b>

### 10.2 TIER EVIDENCE BONUS POINTS

Bonus points will be awarded based on the level of the evidence continuum shown in the application. Points are earned as follows:

- High Evidence Tier: The studies provided have been reviewed and the proposed program is comparable to the studies. CLEAR or Other Entity ratings confirm the studies achieved a high rating and demonstrated positive meaningful outcomes.  
*Points given: 10*
- Moderate Evidence Tier: The study provided has been reviewed and the proposed program is comparable to the study. CLEAR or Other Entity rating confirms the study achieved a moderate rating and demonstrated positive meaningful outcomes.  
*Points given: 6*
- Performance Tier: Data has been collected sufficiently for either employment, credential, or wage outputs and outcomes based on the Performance Chart. Provide as much data as possible for at least two recent prior years.  
*Points given: 3*
- Experience Tier: The program has no performance data to consider as evidence. Anecdotal evidence, such as an opinion survey and testimonials on the program, for at least one year prior to the application, must be provided.  
*Points given: 1*
- New Tier: The program has no performance data or history of services provided; therefore, the application cannot be considered for bonus scoring. Anecdotal evidence of success in other similar interventions may be included.  
*Points given: 0*

## **11 PROVISIONS AND ASSURANCES**

### **11.1 COST OF APPLICATION PREPARATION**

All costs associated with the preparation and submission of an Application for this RFA are the responsibility of the Applicant(s). These costs shall not be chargeable to THECB by any successful or unsuccessful applicant.

### **11.2 APPLICATION DELIVERY AND LATE APPLICATIONS**

**11.2.1** Applications must be submitted by an authorized agent of the Applicant.

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

### **11.3 CONFLICT OF INTEREST**

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

### **11.4 PROVISION OF SERVICES**

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

### **11.5 FINANCIAL INTERESTS AND GIFTS**

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

### **11.6 GRANT AWARD**

**11.6.1** Submission of an Application confers no rights of Applicant to an award or to a subsequent Contract, if there is one. The issuance of this RFA does not guarantee that a Contract will ever be awarded. The THECB reserves the right to amend the terms and provisions of the RFA, negotiate with Applicant, add, delete, or modify the Contract and/or the terms of Application submitted, extend the deadline for submission of

Application, or withdraw the RFA entirely for any reason solely at the THECB's discretion. An individual Application may be rejected if it fails to meet any requirement of this RFA. The THECB may seek clarification from Applicant at any time, and failure to respond within a reasonable time frame is cause for rejection of an Application.

**11.6.2** Upon issuance of a Contract or Grant resulting from this RFA, the term "Eligible Applicant" or "Applicant" shall have the same meaning as "Awarded Applicant." Likewise, the terms "Request for Applications" and "Application" shall have the same meaning as the terms "Grant Award," "Grant," or "Contract."

## **11.7 PAYMENT TERMS**

**11.7.1** Funds shall be provided on a cost reimbursement basis. The final reimbursement payment shall be based upon actual expenditures for the Program, up to the amount provided for in the Grant Award.

**11.7.2** Awarded Applicant shall submit expenditure reports for reimbursement in the time and manner requested by the THECB as specified in Appendix D (Reporting Requirement). Expenditure reports may be submitted by email to [Perkins.Equity@highered.texas.gov](mailto:Perkins.Equity@highered.texas.gov) using the Subject line EXPENDITURE REPORT [#] [INSITUATION]. Applicant shall download the fillable PDF expenditure report form posted on the Carl D. Perkins Equitable Access and Opportunity Program webpage <https://www.highered.texas.gov/peaop>. Expenditure Reports may be submitted at any time during the project period but shall be submitted at least quarterly.

**11.7.3** All encumbrances/obligations shall occur on or between the beginning and ending dates of the federal funding period. All goods must be received, and all services rendered, between the beginning and ending dates of the federal funding period. The Awarded Applicant must liquidate (record as an expenditure) all obligations (encumbrances) incurred under the Grant Award no later than 30 calendar days after the ending date of the federal funding period, to coincide with the submission of the final expenditure report, due 30 calendar days after the ending date of the federal funding period. In no manner shall encumbrances be considered or reflected as accounts payable or as expenditures, and an encumbrance cannot be considered an expenditure or accounts payable until the goods have been received and the services have been rendered. Obligations that are liquidated and recognized as expenditures must meet the allowable cost principles in Uniform Grant Guidance (2 CFR Chapter I, Chapter II, Part 200, et al), and program rules, regulations, and guidelines contained elsewhere.

**11.7.4** As consistent with applicable law (e.g., 2 CFR §200.207 and §200.338), payments described in this RFA are contingent upon Awarded Applicant's compliance with applicable federal and state requirements and performance goals being achieved, as determined by the THECB's Point of Contact.

## **11.8 CONFIDENTIAL AND/OR PROPRIETARY INFORMATION**

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



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

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

### **11.9 RELEASE OF INFORMATION BY AWARDED APPLICANT**

**11.9.1** Awarded Applicant shall NOT release any data that is not FERPA compliant. Failure to follow the guidelines established may result in immediate termination of the Grant Award, as allowed by applicable law.

**11.9.2** Prior Notification. Publication, including presentations, is encouraged; however, Awarded Applicant agrees to notify the THECB prior to the publication of any information, including results, findings or reports, regarding the activities being conducted under any Contract/Grant resulting from this RFA. Awarded Applicant shall ensure the following statements are included in any published work:

This work was supported in whole or in part by a grant from the Texas Higher Education Coordinating Board (THECB) with funding provided by the Carl D. Perkins Equitable Access and Opportunity Program Grant Program. The opinions and conclusions expressed in this document are those of the author(s) and do not necessarily represent the opinions or policy of the THECB.

**11.9.2.1** Potential Publication in News Media of Any Type. Should Awarded Applicant be contacted by any news media about any information, including results, findings, or reports regarding activities being conducted under any Contract/Grant resulting from this RFA, Awarded Applicant shall notify its THECB Point of Contact, when possible, before communicating with news media. When not possible, Awarded Applicant shall notify its THECB Point of Contact immediately after concluding the communication with the news media.

**11.9.2.2** Should Awarded Applicant desire to contact any news media about any information, including results, findings, or reports regarding activities being conducted under any Contract/Grant resulting from this RFA, Awarded Applicant shall notify its THECB Point of Contact before communicating with news media.

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

### **11.10 RELEASE OF APPLICATION INFORMATION BY THE THECB**

**11.10.1** Public Information Act. Awarded Applicant understands and acknowledges that as a Texas state agency, the THECB is subject to the provisions of the Texas Public Information Act, Government Code, Chapter 552 as interpreted by judicial opinions and the opinion of the Attorney General of the state of Texas. Awarded Applicant will cooperate with the THECB in the production of documents responsive to any such requests under the Public Information Act. Awarded Applicant is required to make any

information created or exchanged with the state pursuant to this Agreement, and not otherwise exempted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state. The THECB will make a determination whether to submit a Public Information Act request to the Attorney General. This RFA, Awarded Applicant's Application, any Grant awarded to the Applicant, and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. To the extent Grantee is subject to the Public Information Act, Grantee will notify the THECB's General Counsel within 24 hours of receipt of any third-party requests for information it receives relating to this Agreement.

**11.10.2** All submitted applications become the property of the THECB after the RFA submittal deadline date. Upon acceptance of the Grant Award, all information submitted with Applicant's Application becomes part of the Grant Award and becomes public record. Therefore, such information is subject to disclosure under the Texas Public Information Act, unless an exception under the Texas Public Information Act is applicable.

**11.10.3** Any proprietary information included in Applicant's Application shall be subject to disclosure unless such proprietary information was clearly identified by Applicant, and such identification was submitted concurrently with the original submission of the proprietary information. Such identification of proprietary information shall be clearly marked in the Application at each page it appears. Such markings shall be in boldface type at least 14-point font. Additionally, Applicant shall state the specific reason(s) an exception from the Texas Public Information Act is being claimed concurrently with the original submission of the proprietary information.

**11.10.4** If Awarded Applicant(s) fails to clearly identify proprietary information with the original submission of the proprietary information, then those Sections will be deemed non-proprietary and made available upon public request after the Grant is awarded. The production of any material under the Grant shall not have the effect of violating or causing the THECB to violate any law, including the Texas Public Information Act.

## **11.11 NONCOMPLIANCE**

As consistent with applicable law (e.g., 2 CFR §200.339-343), if Awarded Applicant, in the THECB's sole determination, fails or refuses for any reason to comply with or perform any of its obligations under the Grant Award, the THECB may impose such remedies as it may deem appropriate. An Awarded Applicant may additionally be subject to such remedies under the current contract if the Applicant is found, as the result of an investigation, to have been in material breach of the terms of a previous contract awarded under the Carl D. Perkins Career and Technical Education Improvement Act of 2006, as amended by the Strengthening Career and Technical Education for the 21st Century Act. This includes but is not limited to the withholding of payments to Awarded Applicant until Awarded Applicant complies; the cancellation, termination, or suspension of this Grant Award in whole or in part; and the seeking of other remedies that may be legally available. Any cancellation, termination, or suspension of this Grant, if imposed, shall become effective at the close of business on the day of Awarded Applicant's receipt of written notice thereof from the THECB.

## **11.12 AMENDMENT AND TERMINATION**

**11.12.1** Amendment. Any amendment or change to the Grant Award which becomes necessary shall be accomplished by a formal Grant Award amendment signed and approved by duly authorized representatives of Awarded Applicant and the THECB. (See Appendix G, Revisions to Grant Program Plan or Budget). None of the parties to the Grant Award will be bound by any oral statements, agreements, or representations contrary to the written Grant Award requirements and terms and conditions.

**11.12.2** The THECB's Right to Termination. As consistent with applicable law (e.g., 2 CFR §200.339- 343), the THECB may terminate the Grant Award, in whole or in part immediately upon notice to Awarded Applicant, or at such later date as the THECB may establish in such notice, upon the occurrence of any material breach, or discovery by investigation of a past material breach, including, but not necessarily limited to, non-compliance with requirements and assurances outlined in the RFA or its "Provisions and Assurances," failure to provide accurate, timely, and complete information as required by the THECB to evaluate the effectiveness of the program, or a failure to perform any of the work under the Contract to the THECB's satisfaction within the time specified herein or any extension thereof. Any instance of non-compliance shall constitute a material breach. The THECB, in its sole discretion, provide Awarded Applicant with an opportunity for consultation with the THECB prior to termination. If Awarded Applicant fails or refuses to perform its obligations under the Contract, the THECB may exercise any and all rights as may be available to it by law or in equity.

**11.12.3** Interpretation. As consistent with applicable law, the Grant may be terminated in the event that federal or state laws or other requirements or a judicial interpretation renders continued fulfillment of the Contract on the part of either party unreasonable or impossible. If the parties hereto should be unable to agree upon amendment which would thereafter be needed to enable the substantial continuation of the services contemplated herein, then, upon written notification by the THECB to Awarded Applicant, the parties shall be discharged from any further obligations created under the terms of the Contract, except for the equitable settlement of the respective accrued interests or obligations incurred up to the date of termination. The THECB reserves the right, at its sole discretion, to unilaterally amend the Contract throughout the Grant Period to incorporate any modifications necessary for the THECB compliance, as an agency of the state of Texas, with all applicable state and federal laws, rules, regulations, requirements, and guidelines.

**11.12.4** Effect of Termination. As consistent with applicable law (e.g., 2 CFR §200.339-343), upon receipt of written notice to terminate, Awarded Applicant shall promptly discontinue its work on the project (unless the notice directs otherwise), refund partially or fully all Grant proceeds in accordance with written notice, and shall deliver or otherwise make available to the THECB, a summary of work products (e.g., the required Project components) developed by Awarded Applicant under the Grant Award, whether completed or in process. Upon any termination, all indemnities, including without limitation those set forth in the Grant Award, as well as Grant Award provisions regarding confidentiality, records retention, right to audit, and dispute resolution, shall survive the termination of the Grant Award for any reason whatsoever and shall remain in full force and effect. The THECB shall be liable to Awarded Applicant for that portion of the project authorized by the THECB and which has been completed prior to the

effective date of termination, provided that the THECB shall not be liable for any work performed that is not acceptable to the THECB and/or does not meet Grant Award requirements.

**11.12.5** In the event of termination, the THECB reserves the right to negotiate another award based on another Applicant's submission if it is in the state's best interest.

### **11.13 NOTICE**

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

**11.13.2** Method of Notice. All notices must be given (i) by personal delivery, (ii) by an express courier (with confirmation), (iii) mailed by registered or certified mail (return receipt requested), (iv) facsimile, or (v) electronic mail to the parties at the address specified in this Agreement, or to the address that a party has notified to be that party's address for the purposes of this section.

**11.13.3** Receipt of Notice. A notice in accordance with this Agreement will be effective upon receipt by the party to which it is given or, if mailed, upon the earlier of receipt and the fifth business day following mailing.

**11.13.4** The THECB shall not be responsible for notices that are captured, blocked, filtered, quarantined, or otherwise prevented from reaching the proper destination server by THECB or Grantee's anti-virus or other security software.

### **11.14 FALSE STATEMENTS AND BREACH OF REPRESENTATIONS**

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

### **11.15 ASSIGNMENT OR SUBCONTRACTING**

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

Awarded Applicant represents and warrants that it will incorporate all applicable federal laws, regulations, and terms and conditions into any assignment or subcontracting entered into in conformity with this Paragraph.

### **11.16 LIABILITY AND INDEMNIFICATION**

#### **11.16.1 LIABILITY**

**11.16.1.1** Neither THECB review, approval, or acceptance of, nor payment for any of the services provided hereunder shall be construed to operate as a waiver of any rights under the Grant Award, or of any cause of action arising out of the performance of the work required by the Grant Award.

**11.16.1.2** The THECB shall have no liability except as specifically provided by law.

**11.16.1.3** Sovereign Immunity. The Parties stipulate and agree that no provision of, or any part of this Grant Award/Agreement between THECB and Grantee, or any subsequent amendment shall be construed: (1) as a waiver of the doctrine of sovereign immunity or immunity from suit as provided for in the Texas Constitution and the Laws of the State of Texas; (2) to extend liability to THECB beyond such liability provided for in the Texas Constitution and the Laws of the State of Texas; or (3) as a waiver of any immunity provided by the 11th Amendment or any other provision of the United States Constitution or any immunity recognized by the Courts and the laws of the State of Texas and the United States. The State of Texas and THECB do not waive sovereign immunity by entering into this Grant Award/Agreement and specifically retain such immunity and all defenses available to them under the laws of the State of Texas or the common law.

**11.16.2 INDEMNIFICATION**

(THIS SECTION DOES NOT APPLY TO STATE AGENCIES)

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

**11.16.2.2** Infringements.

GRANTEE SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS, THECB AND THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, OTHER CONTRACTORS, ASSIGNEES, OFFICERS, AND DESIGNEES FROM ANY AND ALL THIRD PARTY CLAIMS INVOLVING INFRINGEMENT OF UNITED STATES PATENTS, COPYRIGHTS, TRADE AND SERVICE MARKS, AND OTHER INTELLECTUAL OR INTANGIBLE PROPERTY RIGHTS IN CONNECTION WITH THE PERFORMANCES OR ACTIONS OF GRANTEE PURSUANT TO THIS GRANT/AWARD AGREEMENT. GRANTEE AND THECB AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. GRANTEE SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE ATTORNEY GENERAL OF THE STATE OF TEXAS IF THECB AND/OR THE STATE OF TEXAS AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, OTHER CONTRACTORS, ASSIGNEES, AND DESIGNEES ARE A NAMED DEFENDANT IN ANY LAWSUIT AND THE GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE OF THE

OFFICE OF THE ATTORNEY GENERAL. GRANTEE AND THECB AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

Grantee shall have no liability under this section if the alleged infringement is caused in whole or in significant part by: (i) THECB's use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product by THECB without Grantee's approval, (iii) any modifications made to the product by the Grantee pursuant to THECB's specific instructions, (iv) any intellectual property right owned by or licensed to THECB by a person or entity other than the Grantee, or (v) any use of the product or service by THECB that is not in substantial conformity with the terms of any applicable license agreement.

If Grantee becomes aware of an actual or potential claim, or THECB provides Grantee with notice of an actual or potential claim, Grantee may (or in the case of an injunction against THECB, shall), at Grantee's sole option and expense; (i) procure for THECB the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that THECB's use is non-infringing.

**11.16.2.3 Taxes/ Workers' Compensation/Unemployment Insurance – Including Indemnity.**

GRANTEE AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THECB AND/OR THE STATE SHALL NOT BE LIABLE TO THE GRANTEE, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY.

(a) GRANTEE AGREES TO INDEMNIFY AND HOLD HARMLESS THECB, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS AGREEMENT. GRANTEE SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. GRANTEE AND THECB AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

**11.17 INSURANCE**

(THIS SECTION DOES NOT APPLY TO STATE AGENCIES)

Grantee agrees to maintain at its expense insurance as required for the work being performed under this Agreement. Such insurance will protect the THECB from all claims for

bodily injury, death, or property damage which may arise out of or result from the performance of the Grantee's obligations under the Agreement. Grantee represents and warrants that it will, within five (5) business days of receiving the THECB's request, provide the THECB with current certificates of insurance or other proof acceptable to the THECB of the following insurance coverage:

Standard Workers Compensation Insurance in accordance with the following statutory limits covering all personnel who will provide work under this Agreement: Employers Liability: Each Accident

\$1,000,000, Disease- Each Employee \$1,000,000, Disease-Policy Limit \$1,000,000.

Commercial General Liability:

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

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

#### **11.18 PROHIBITION ON USE OF FUNDS FOR LOBBYING**

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

#### **11.19 INTELLECTUAL PROPERTY OWNERSHIP**

Awarded Applicant agrees that all Works (the term "Works" is defined as "all tangible or intangible material, products, ideas, documents or works of authorship prepared or created by Awarded Applicant for this Grant Award") are, upon creation, works made for hire and the sole property of the Texas Education Agency ("TEA.") If the Works are, under applicable law, not considered works made for hire, Awarded Applicant hereby assigns to TEA all worldwide ownership of all rights, including the Intellectual Property Rights, in the Works, without the necessity of any further consideration, and TEA can obtain and hold in its own name all such rights to the Works. Awarded Applicant agrees to maintain written agreements with all officers, directors, employees, agents, representatives and subcontractors engaged by Awarded Applicant for the Contract Project, granting Awarded Applicant rights sufficient to support the performance and grant of rights to TEA by Awarded Applicant. Copies of such agreements shall be provided to TEA promptly upon request.

Awarded Applicant warrants that (i) it has the authority to grant the rights herein granted, (ii) it has not assigned or transferred any right, title, or interest to the Works or Intellectual Property Rights that would conflict with its obligations under the Contract, and Awarded

Applicant will not enter into any such agreements, and (iii) the Works will be original and will not infringe any intellectual property rights of any other person or entity. These warranties will survive the termination of the Contract. If any preexisting rights are embodied in the Works, Awarded Applicant grants to THECB and TEA the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license to (i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such preexisting rights and any derivative works thereof and (ii) authorize others to do any or all of the foregoing. Awarded Applicant agrees to notify THECB on delivery of the Works if they include any such preexisting rights. On request, Awarded Applicant will provide THECB with documentation indicating a third party's written approval for Awarded Applicant to use any preexisting rights that may be embodied or reflected in the Works.

For Colleges and Universities: The foregoing Intellectual Property Ownership provisions apply to any colleges and universities and their employees, agents, representatives, consultants, and subcontractors; provided, that for all Works and derivative works created or conceived by colleges or universities under the Contract, they are granted a non-exclusive, non-transferable, royalty-free license to use the Works for their own academic and educational purposes only. The license for academic and educational purposes specifically excludes advertising, offering for sale, selling, distributing, publicly displaying, publicly performing, or reproducing the Works, or making derivative works from the Works that are created or conceived under this Contract and colleges and universities and their employees, agents, representatives, consultants, and subcontractors are prohibited from engaging in these uses and activities with regard to the Works unless the prior express written permission of the TEA Copyright Office is obtained.

## **11.20 CONFLICTING RFA LANGUAGE**

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

In the case of conflicts arising in the interpretation of wording and/or meaning of various sections, parts, General Provisions, Special Provisions, Exhibits, and Attachments or other documents, the THECB Contract and its General Provisions, Appendices and Special Provisions shall take precedence over all other documents which are a part of this Contract.

## **11.21 MONITORING**

Pursuant to this Grant, 2 CFR §200, Subpart F, desk reviews and/or on-site monitoring reviews may be conducted by the THECB or its designee to determine compliance with the approved Application and the applicable statute(s), law(s), regulations, and guidelines. Throughout the Grant Period, the THECB and/or its representatives shall have the right to make site visits to review the Perkins State Leadership grant operations and accomplishments.

## **11.22 AUDIT AND ACCESS TO RECORDS**

**11.22.1** Awarded Applicant acknowledges that acceptance of funds under the Contract acts as acceptance of the authority of (1) the Texas State Auditor's Office, or any successor agency, (2) the Texas State Auditor's Office or any successor agency, under the direction of the Texas Legislative Audit Committee, (3) the THECB's Internal Auditor, and (4) any external auditors selected by the THECB, the State Auditor's Office, or the United States (collectively referred to as "Audit Entities") to conduct an audit or



investigation in connection with those funds. Awarded Applicant further agrees to cooperate fully with Audit Entities in the conduct of the audit or investigation, including providing all records requested. Awarded Applicant shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Awarded Applicant and the requirement to cooperate is included in any subcontract the Awarded Applicant awards.

**11.22.2** Awarded Applicant shall maintain its records and accounts in a manner which shall assure a full accounting for all funds received and expended by Awarded Applicant in connection with the Contract. The financial management system records will identify adequately the source and application of funds and will contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays (i.e., expenditures), income, and interest. Fiscal control and accounting procedures will permit the tracing of funds to a level of expenditure adequate to establish that funds have been used in accordance with the Approved Application. The Applicant agrees to maintain effective control over and accountability for all funds, property, and other assets. These records and accounts (which includes all receipts of expenses incurred by Awarded Applicant) shall be retained by Awarded Applicant and made available for inspecting, monitoring, programmatic or financial auditing, or evaluation by the THECB and by others authorized by law or regulation to do so for a period of not less than seven (7) years from the date of completion of the Contract or the date of the receipt by the THECB of Awarded Applicant's final claim for payment or final expenditure report, the date all related billing questions are resolved, or the date any related litigation issues are resolved, whichever is later. If an audit has been announced, the records shall be retained until such audit has been completed. Awarded Applicant shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to the Contract. Awarded Applicant and any subcontractors shall provide any Audit Entities with any information the entity deems relevant to any monitoring, investigation, evaluation, or audit.

**11.22.3** Each Grantee institution shall have a system established in writing to ensure that appropriate officials provide all necessary organizational reviews and approvals for the expenditure of funds and for monitoring project performance and adherence to Grant terms and conditions under the Contract.

**11.22.4** The THECB reserves the right to require the reimbursement of any overpayments determined as a result of any audit or inspection of records kept by Awarded Applicant on work performed under the Contract. Awarded Applicant shall reimburse the THECB within 30 calendar days of receipt of notice from the THECB of overpayment. Awarded Applicant's failure to comply with this "Audit and Access to Records" subsection shall constitute a material breach of the Contract.

## **11.23 ACCOUNTING SYSTEM**

Awarded Applicant assures it will maintain a financial management system that complies with federal standards established in 2 CFR §200.302, 303, and 305, as applicable, and that provides for accurate, current, and complete disclosure of the financial results of each grant project. The financial management system records will identify adequately the source and application of funds and will contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest. Fiscal control and accounting procedures will permit the tracing of funds to a level of expenditure adequate to

establish that funds have been used in accordance with the approved Grant Application. Awarded Applicant agrees to maintain effective control over and accountability for all funds, property, and other assets. In addition, 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.

#### **11.24 SUBMISSION OF AUDIT REPORTS TO THECB**

Awarded Applicants that expend \$750,000 or more total in federal awards in any fiscal year are thus required to conduct a Single Audit or program-specific audit in accordance with the requirements in 2 CFR §200, Subpart F, agree to submit a copy of such audit to the THECB when the schedule of findings and questioned costs disclosed audit findings relating to any federal awards provided by the THECB. A copy of such audit shall also be submitted to the THECB if the summary schedule of prior audit findings reported the status of any audit findings relating to any federal awards provided by the THECB.

An Awarded Applicant shall provide written notification to the THECB that an audit was conducted in accordance with 2 CFR §200, Subpart F when the schedule of findings and questioned costs disclosed no audit findings related to any federal awards provided by the THECB or when the summary schedule of prior audit findings did not report on the status of any prior audit findings related to any federal awards provided by the THECB. Nonprofit organizations (other than charter schools) and universities/colleges shall submit the audit report to the THECB Division of Financial Services. Audit reports must be submitted to the THECB within 30 days of receipt of the report from the auditor. Failure to submit a copy of the audit to the THECB could result in a reduction of funds paid to the Awarded Applicant, a refund to the THECB, termination of the Contract, and/or ineligibility to receive additional grant awards from the THECB.

Entities that expend less than \$750,000 in a fiscal year in federal awards are exempt from the audit requirements in the Single Audit Act and 2 CFR §200, Subpart F. However, such entities are not exempt from other federal requirements (including those to maintain records) concerning federal awards provided to the entity. The entity's records must be available for review or audit by the appropriate officials of federal agencies, pass-through entities, and the General Accounting Office (GAO).

#### **11.25 REFUNDS DUE TO THECB**

As consistent with applicable law, the THECB reserves the right to require the reimbursement of any over-payments determined as a result of any audit or inspection of records kept by Awarded Applicant on work performed under the Grant. Awarded Applicant shall reimburse the THECB within 30 calendar days of receipt of notice from the THECB of overpayment. If Awarded Applicant fails to make timely payment, the THECB may obtain such money from Awarded Applicant by any means permitted by law, including but not limited to offset, counterclaim, cancellation, termination, suspension, total withholding, and/or disapproval of all or any subsequent applications for said funds. This section (Refunds Due to THECB) survives the termination of the Contract.

If the Awarded Applicant determines that funds must be returned to the THECB, the Awarded Applicant must contact the THECB for refund instructions.

The disposal of equipment with a current per unit fair market value in excess of \$5,000 or

unused supplies with a total aggregate fair market value in excess of \$5,000 that were purchased with federal grant funds must be catalogued and submitted to the THECB on the Perkins Inventory Disposition Request Form (located at <https://www.highered.texas.gov/institutional-resources-programs/public-community-technical-state-colleges/career-technical-education-workforce-initiatives/carl-d-perkins-career-and-technical-education1/perkins-tools-and-data-resources/>).

#### **11.26 NON-APPROPRIATION OF FUNDS**

The Grant may be terminated if funds allocated to the THECB should become reduced, depleted, or unavailable during the Grant Period, and to the extent that the THECB is unable to obtain additional funds for such purposes. The THECB shall negotiate efforts as first consideration and if such efforts fail, then the THECB shall immediately provide written notification to the Awarded Applicant of such fact and the Grant shall be deemed terminated upon receipt of the notification, and neither party shall have any further rights or obligations hereunder. Awarded Applicant shall not incur new obligations after the effective date of termination and shall cancel as many outstanding obligations as reasonably practicable. The THECB shall be liable for costs incurred up to the time of such termination. Under no circumstances shall this RFA or any provisions herein be construed to extend the duties, responsibilities, obligations, or liabilities of the State of Texas or the THECB beyond the then existing biennium.

#### **11.27 REPORTING REQUIREMENTS**

Awarded Applicant shall be required to complete programmatic and expenditure reports as part of this RFA. Awarded Applicant is expected to travel to at least one state professional conference during the grant period to make a presentation to disseminate information about the grant to other CTE professionals. Additionally, Awarded Applicant is expected to make the deliverables of their project available and accessible, by the end of the project year. Please refer to Appendix F for specific reporting requirements.

#### **11.28 STATE FISCAL COMPLIANCE GUIDELINES**

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

#### **11.29 GOVERNING LAW AND VENUE**

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

#### **11.30 ADDITIONAL GRANTEE RESPONSIBILITIES**

Grantee shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of this Grant Award/Agreement, including applicable workers compensation laws, compensation statutes and regulations, and licensing laws and

regulations. Applicant shall also comply with all terms and conditions in federal rules, laws and regulations referenced in Section 11.9, Section 11.10, Section 11.11, Section 11, Appendix D (Certification Regarding Lobbying and other certifications), and other requirements of this RFA. Applicant shall also comply with all applicable Education Department Administrative Regulations (EDGAR) and all applicable Office of Management and Budget Circulars (OMB) regarding applicable costs, administrative requirements, and audit requirements. All these additional federal terms and conditions are herein incorporated for all purposes into the Grant. When requested to do so by THECB, Grantee shall furnish THECB with satisfactory proof of its compliance. Grantee shall be responsible for damage to THECB's equipment, and/or the workplace and its contents, by its, or its subcontractors' work, negligence in work, personnel, and equipment. Grantee shall be responsible and liable for the safety and health of its employees and contractors while they are performing work for THECB under this Grant Award/Agreement. Grantee shall provide all labor and equipment necessary to furnish the deliverables or perform the Services. All employees of Grantee shall be a minimum of 18 years of age and experienced in the type of work to be performed. Grantee shall permit no visitors or relatives of Grantee's employees and contractors on THECB's property unless they also are bona fide employees or subcontractors of Grantee.

Grantee hereby covenants, represents and warrants that Grantee (including, for purposes of this section, its employees, consultants, subcontractors, and agents) (1) has the technical expertise and general skills necessary to perform competently and professionally the Services in accordance with this Grant Award/Agreement, (2) is not a party to or bound by any agreement, obligation, or understanding which restricts or limits in any way Grantee's right to enter into this Grant Award/Agreement or Grantee's right or ability to perform Grantee's obligations under this Grant Award/Agreement, (3) shall not use the trade secrets, intellectual property rights, copyrights, or other proprietary rights of any third party in the performance of Grantee's obligations under this Grant Award/Agreement without having first lawfully obtained the right, in writing, to do so, and (4) has the necessary equipment, facilities and workers to perform Grantee's obligations under this Grant Award/Agreement.

#### **11.31 DEBTS AND DELINQUENCIES TO THE STATE**

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

#### **11.32 DECEPTIVE TRADE PRACTICES; UNFAIR BUSINESS PRACTICES**

Grantee represents and warrants that neither Grantee, nor any subrecipient or subcontractor, has been the subject of allegations of Deceptive Trade Practices violations under Texas Business and Commerce Code, Chapter 17, or allegations of any unfair business practice, in any administrative hearing or court suit, and further, that if Grantee or any subrecipient or subcontractor has been the subject of either or both such allegations, that none have been found to be liable for any such practices in such proceedings. Grantee certifies that neither Grantee, nor any subrecipient or subcontractor have officers who have served as officers of other entities which have been the subject of allegations of Deceptive Trade Practices Act conduct, violations thereof, or allegations of any unfair business practices, in an administrative hearing or court suit and further, that if such officer(s) has been the subject of either or both such allegations, that such officers have not been found to be liable for any such practices in such proceedings.

Grantee certifies that no funds provided under this Grant Award shall be used to purchase supplies, equipment, or services from any companies found to be guilty of unfair business practices within 12 months from the determination of guilt.

### **11.33 EXCLUDED PARTIES**

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

### **11.34 E-VERIFY**

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

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

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

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

### **11.35 NO COMMISSIONS**

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

### **11.36 APPLICABLE TAXES**

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

### **11.37 ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY STANDARDS**

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

Grantee shall provide Department of Information Resources (DIR) with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is

available from the General Services Administration "Buy Accessible Wizard" (<http://www.buyaccessible.gov>). Grantees not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide DIR with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at <http://www.section508.gov>.

### **11.38 SMOKING POLICY**

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

### **11.39 SUBSTITUTIONS**

Substitutions are not permitted without the written approval of THECB.

### **11.41 CYBERSECURITY TRAINING**

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

### **11.42 DISASTER RECOVERY PLAN**

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

### **11.43 KEY PERSONNEL**

Awarded Applicant, in its reasonable discretion, reserves the right to substitute appropriate key personnel to accomplish its duties so long as the substituted personnel are equally qualified and skilled in the tasks necessary to accomplish the Project. Awarded Applicant shall provide to the THECB prior written notice of any proposed change in key personnel (as submitted in Grant Application Cover Page, Appendix B) involved in accomplishing the Project. No substitutions of key personnel will be made without the prior written consent of the THECB. All requested substitutes must be submitted to the THECB as described in Appendix G, Revisions to Program Plan or Budget. The key personnel who will be assigned to work on the Project are considered to be essential to the accomplishing the work.

### **11.44 ELIGIBILITY/AUTHORIZATION TO WORK IN THE UNITED STATES**

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

### **11.45 SUPPLANTING PROHIBITION**

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

under this project shall supplement and not supplant state, local, or other federal funds. Supplanting occurs when Perkins funds are used to replace other state, local, or federal funds that had previously supported an activity/purchase. Additional information about the differences between supplementing and supplanting is included in Appendix H.

#### **11.46 CARRYOVER FUNDS**

No funds may carry over from the end of Grant Period. Any unspent funds at the end of a grant year from Perkins Leadership and Basic grants, and the THECB administration grant may be reallocated to qualified Perkins Basic grant recipients and added to their formula allocation.

#### **11.47 TIME AND EFFORT RECORDKEEPING**

For those personnel whose salaries are prorated between or among different funding sources, time and effort records shall be maintained by Awarded Applicant that will confirm the services provided within each funding source. Awarded Applicant must adjust payroll records and expenditures based on this documentation. Time and effort records shall be in accordance with requirements set forth in 2 CFR §200.430(i)(1).

#### **11.48 FORMS, ASSURANCES, AND REPORTS**

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

#### **11.49 FAMILY CODE APPLICABILITY**

By accepting the Grant Award, Awarded Applicant, if other than a state agency or a non-profit, certifies that under Section 231.006, Family Code, that Awarded Applicant is not ineligible to receive payment under this Grant and acknowledges that this Grant Award may be terminated (consistent with 2 CFR §200.339-343) and reimbursement may be withheld if this certification is inaccurate. THECB reserves the right to terminate this Grant if Awarded Applicant is found to be ineligible to receive payment. If Awarded Applicant is found to be ineligible to receive payment and the Grant is terminated, Awarded Applicant is liable to the THECB for attorney's fees, the costs necessary to complete the Grant, including the cost of advertising and awarding a second Grant, and any other damages or relief provided by law or equity.

#### **11.50 AFFIRMATION CLAUSES**

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

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

same line of business during the procurement process for this RFA.

The THECB is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 14224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing Applicants with the Federal General Services Administration's System for Award Management (SAM, <http://www.sam.gov>), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Applicant is not so prohibited from entering into this contract. Moreover, Applicant further certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Applicant is in compliance with the State of Texas statutes and rules relating to procurement and that Applicant is not listed on the federal government's terrorism watch list as described in Executive Order 14224. (Entities ineligible for federal procurement are listed at <http://www.sam.gov>.)

#### **11.51 ANTITRUST**

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

#### **11.52 EQUAL OPPORTUNITY**

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

#### **11.53 FORCE MAJEURE**

The THECB may grant relief from performance of this Contract if Awarded Applicant is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Awarded Applicant. The burden of proof for the need of such relief shall rest upon the Awarded Applicant. Awarded Applicant shall notify the 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.

#### **11.54 DISPUTE RESOLUTION**

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



process provided for in Chapter 2260 of the Texas Government Code must be used to attempt to resolve any dispute arising under the Grant Award/Agreement.

#### **11.55 PUBLIC DISCLOSURE**

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

Prior Notification. Publication, including presentations, is encouraged; however, Awarded Applicant agrees to notify the THECB prior to the publication of any information, including results, findings or reports, regarding the activities being conducted under any Contract/Grant resulting from this RFA. Awarded Applicant shall ensure the following statements are included in any published work:

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

Potential Publication in News Media of any Type. Should Awarded Applicant be contacted by any news media about any information, including results, findings, or reports regarding activities being conducted under any Contract/Grant resulting from this RFA, Awarded Applicant shall notify its THECB Point of Contact, when possible, before communicating with news media. When not possible, Awarded Applicant shall notify its THECB Point of Contact immediately after concluding the communication with the news media.

Should Awarded Applicant desire to contact any news media about any information, including results, findings, or reports regarding activities being conducted under any Contract/Grant resulting from this RFA, Awarded Applicant shall notify its THECB Point of Contact before communicating with news media.

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

#### **11.56 SEVERABILITY AND WAIVER**

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

Each and every right granted to the Parties hereunder or under any other document delivered hereunder or in connection herewith, or allowed them by law or equity, shall be cumulative and may be exercised from time to time. Failure by THECB or Grantee at any time to require strict performance of any contractual provision or obligation contained herein shall not constitute a waiver or diminish the rights of either party thereafter to demand strict compliance. Neither THECB's review, approval, acceptance of, nor payment for any of the Services provided in this Grant Award/Agreement shall be construed to operate as a waiver of any rights under the Grant Award/Agreement, or of any cause of action arising out of the performance of the Services required by the Grant Award/Agreement.

#### **11.57 HUMAN TRAFFICKING PROHIBITION**

Under Section 2155.0061 of the Texas Government Code, Prohibition on Certain Bids and Contracts Related to Persons Involved in Human Trafficking, the Grantee certifies that the individual or business entity named in this Grant Award/Agreement and any subrecipients or subcontractors are not ineligible to receive the specified contract and acknowledges that this

Grant Award/Agreement may be terminated and payment withheld if this certification is inaccurate.

### **11.58 FOREIGN TERRORIST ORGANIZATIONS**

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

### **11.59 ENTIRE AGREEMENT AND ORDER OF PRECEDENCE**

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

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

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

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

## **12 SPECIAL CONTRACT PROVISIONS AND ASSURANCES**

The following Special Provisions and Assurances apply to all projects funded under the Perkins Act.

### **12.1 DESK REVIEWS**

General ledgers, travel receipts, purchase orders, invoices, Time and Effort reports or Certification Statements, sub-grants, subcontracts or other expense documentation supporting each budget line item shall be provided upon request for review.

For the sub-grant and subcontracts, review will ensure the following were included on each sub-grant or subcontract:

1. CFDA# 84.048A and reference to "Perkins Leadership Grant Program"
2. Requirement to comply with Federal law and regulations
3. Suspension and Debarment verification
4. Services to be performed
5. Deliverables
6. Due Dates
7. Amount of Award
8. Time Period of Award

## **12.2 SOCIAL ACTIVITIES EXPENDITURES**

Amusement, social activities, and incidental entertainment costs such as alcoholic beverages, gratuities, door prizes, and gifts are not allowable expenditures under this Grant. Meals are allowable only when business is being conducted during the meal and a reasonable argument can be made for such expenditure.

## **12.3 REGISTRATION FEES**

Registration fees may be charged for meetings, conferences, and other activities sponsored or funded by the project.

## **12.4 PROGRAM INCOME**

An Awarded Applicant may generate program income in the operation of projects directly supported by federal funds administered by the THECB. In no case, however, may such income be generated from fees or charges to any person or institution that is intended to be a third-party beneficiary of such projects. Awarded Applicant shall establish budget and accounting control for such program income that is separate from the project proper. This accounting shall demonstrate that the program income is being used to further the objectives of the related project. A brief narrative shall be included with quarterly and final reports. The narrative shall declare the existence of program income, its source(s), and the amount generated, and a brief description of the use or planned use of the funds.

## **12.5 SPECIAL FUND RESTRICTIONS**

No funds awarded under the Perkins Act may be used to provide career and technical education programs to students prior to the seventh grade, except that equipment and facilities purchased with funds under the Perkins Act may be used by such students.

## **12.6 REQUIRED INTERNAL CONTROLS**

2 CFR §200.303 Internal Controls states that "The non-Federal entity must: (a) Establish and maintain effective internal control over the Federal award that provides reasonable assurance that the non-Federal entity is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award."

Institutions must have the following policies and procedures in place to address the use of Perkins funds:

1. Procurement
2. Supplement not supplant (Appendix J has additional information.)
3. Travel
4. Conflicts
5. Gratuity violations
6. Inventory controls
7. Allowable costs
8. Cash Management

## **12.7 FUNDS FOR RELIGIOUS WORSHIP, INSTRUCTION**

No funds will be used to pay for religious worship, instruction, or proselytization, or for any equipment or supplies for such, or for any construction, remodeling, repair, operation, or maintenance of any facility or part of a facility to be used for religious worship, instruction, or proselytization (34 CFR 76.532 and P. L. 107-110, Section 9505).

## **12.8 DISCLOSURE OF GIFTS AND CAMPAIGN CONTRIBUTIONS**

The Awarded Applicant shall file disclosures of gifts and campaign contributions as required by State Board of Education Operating Rule 4.3, which is incorporated as if set out in full. The Awarded Applicant has a continuing obligation to make disclosures through the term of the Contract. Failure to comply with State Board of Education Operating Rule 4.3 is grounds for canceling the Grant Award.

## **12.9 FEDERAL RULES, LAWS AND REGULATIONS THAT APPLY TO ALL FEDERAL PROGRAMS**

Awarded Applicant shall be subject to and shall abide by all federal laws, rules and regulations pertaining to the Contract project, including but not limited to:

1. Americans with Disabilities Act, P. L. 101-336, 42 U.S.C. sec. 12101, and the regulations effectuating its provisions contained in 28 CFR Parts 35 and 36, 29 CFR Part 1630, and 47 CFR Parts 0 and 64;
2. Title VI of the Civil Rights Act of 1964, as amended (prohibition of discrimination by race, color, or national origin), and the regulations effectuating its provisions contained in 34 CFR Part 100;
3. Title IX of the Education Amendments of 1972, as amended (prohibition of sex discrimination in educational institutions) and the regulations effectuating its provisions contained in 34 CFR Part 106, if Contractor is an educational institution;
4. Section 504 of the Rehabilitation Act of 1973, as amended (nondiscrimination on the basis of handicapping condition), and the regulations effectuating its provisions contained in 34 CFR Part 104 and 105;
5. Age Discrimination Act of 1975, as amended (prohibition of discrimination on basis of age), and any regulations issued there under, including the provisions contained in 34 CFR Part 110;
6. Family Educational Rights and Privacy Act (FERPA) of 1975, as amended (ensures access to educational records for students and parents while protecting the privacy of such records), and any regulations issued there under, including Privacy Rights of Parents and Students (34 CFR Part 99), if Contractor is an educational institution (20 USC 1232g);
7. Section 509 of H.R. 5233 as incorporated by reference in P. L. 99-500 and P. L. 99-591 (prohibition against the use of federal grant funds to influence legislation pending before Congress);
8. Pro-Children Act of 2001, which states that no person shall permit smoking within any indoor facility owned or leased or contracted and utilized for the provision of routine or regular kindergarten, elementary, or secondary education or library services to children [P. L. 107- 110, Section 4303(a)]. In addition, no person shall permit smoking within any indoor facility (or portion of such a facility) owned or leased or contracted and utilized for the provision of regular or routine health care or day care or early childhood development (Head Start) services [P. L. 107-110, Section 4303(b)(1)]. Any failure to comply with a prohibition in this Act shall be considered to be a violation of this Act and any person subject to such prohibition who commits such violation may be liable to the United States for a civil penalty, as determined by the Secretary of Education (P. L. 107-

110, Section 4303(e)(1)];

9. Fair Labor Standards Act (29 USC 207), Davis Bacon Act (40 USC 276(a), and Contract Work Hours and Safety Standards Act (40 USC 327 et seq.), as applicable, and their implementing regulations in 29 CFR 500-899, 29 CFR Parts 1,3,5, and 7, and 29 CFR Parts 5 and 1926, respectively;

10. Buy America Act: Contractor certifies that it is in compliance with the Buy America Act in that each end product purchased under any federally funded supply contract exceeding \$2,500 is considered to have been substantially produced or manufactured in the United States. End products exempt from this requirement are those for which the cost would be unreasonable, products manufactured in the United States that are not of satisfactory quality, or products for which the agency head determines that domestic preference would be inconsistent with the public interest. Contractor also certifies that documentation will be maintained that documents compliance with this requirement (FAR 25.1-.2);

P.L. 103-227, Title X, Miscellaneous Provisions of the GOALS 2000: Educate America Act; P.L. 103-382, Title XIV, General Provisions of the Elementary and Secondary Education Act, as amended; and General Education Provisions Act, as amended;

11. Prohibition of Text Messaging and E-mailing while Driving during Official Federal Grant Business: Personnel funded from federal grants and their subcontractors and subgrantees are prohibited from text messaging while driving an organization-owned vehicle, or while driving their own privately owned vehicle during official grant business, or from using organization- supplied electronic equipment to text message or e-mail while driving. Recipients must comply with these conditions under Executive Order 14513, "Federal Leadership on Reducing Text Messaging While Driving" October 1, 2010 (pursuant to provisions attached to federal grants funded by the U.S. Department of Education);

12. Crimes and Prohibited Activities: Anti-Kickback (Copeland) Act, as implemented at 29 CFR 3.1; False Claims Act, 31 USC 3729; and Program Fraud Civil Remedies Act, 31 USC 3801- 3812;

13. Drug-Free Workplace: Drug-Free Workplace Act of 1988, P.L. 100-690, as implemented in common rule from by individual agencies;

14. Federal Funding Accountability and Transparency Act of 2006 (FFATA): The Federal Funding Accountability and Transparency Act of 2006 (FFATA) ensures that the public can access information on all entities and organizations receiving Federal funds. Central to the law was the development of [www.USASpending.gov](http://www.USASpending.gov), a publicly available website with searchable information on each Federal grant and contract. As part of the FFATA guidance, the THECB will be responsible for providing award information to the Uniform Statewide Accounting System, but Contractor will be responsible for registering in the System for Award Management (SAM) website, [www.sam.gov](http://www.sam.gov), and prior to receiving federal funds from the THECB. Once Contractor is registered with SAM, the THECB will have the information required to submit the federally required reporting elements;

15. Registration in SAM ([www.sam.gov](http://www.sam.gov)) is an essential part of receiving this Grant. Although Contractor may already be registered, it is incumbent upon the Contractor to ensure this compliance. In addition to SAM registration, Contractor must provide the

THECB with:

(1) Data Universal Numbering System Number (DUNS Number). No entity may receive a sub-award from the THECB unless the entity has provided its DUNS number to the THECB.

(2) Congressional district where the services will be performed/located.

### **12.10 FEDERAL REGULATIONS APPLICABLE TO ALL FEDERAL PROGRAMS**

For Institutions of Higher Education (IHEs): 28 CFR 35 Subparts A-E, 28 CFR 36 Subparts C & D, Appendix A, 29 CFR 1630, 34 CFR 74, 77, 79, 81, 82, 85, 86, 99, 104, 47 CFR 0 and 64, and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, CFR §200, Subpart E (Cost Principles), 2 CFR §200, Subpart F (Audits), and 2 CFR Part 215 (Uniform Administrative Requirements), as currently enacted and as may be amended. This list is illustrative and may not be exhaustive.

### **12.11 GENERAL EDUCATION PROVISION ACT (GEPA)**

General Education Provisions Act (GEPA), as Amended, Applicable to All Federal Programs Funded or Administered Through or By the U. S. Department of Education:

Participation in Planning: Applicant will provide reasonable opportunities for the participation by teachers, parents, and other interested parties, organizations, and individuals in the planning for and operation of each program described in this application (20 USC 1232(e)).

Availability of Information: Any application, evaluation, periodic program plan, or report relating to each program described in this application will be made readily available to parents and other members of the general public (20 USC 1232(e)).

Sharing of Information: Grantee certifies that it has adopted effective procedures for acquiring and disseminating to teachers and administrators participating in each program described in this application significant information from educational research, demonstrations, and similar projects, and for adopting, where appropriate, promising educational practices developed through such projects (20 USC 1232(e)).

Prohibition of Funds for Busing: The applicant certifies that no federal funds (except for funds appropriated specifically for this purpose) will be used for the transportation of students or teachers (or for the purchase of equipment for such transportation) in order to overcome racial imbalance in any school or school system, or for the transportation of students or teachers (or for the purchase of equipment for such transportation) in order to carry out a plan of racial desegregation of any school or school system (20 USC 1228).

Direct Financial Benefit: Grantee certifies that funds expended under any federal program will not be used to acquire equipment (including computer software) in any instance in which such acquisition results in a direct financial benefit to any organization representing the interests of the purchasing entity or its employees or any affiliate of such an organization [20 USC 1232(b)(8)].

### **13 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85.

## **13.1 DEFINITIONS**

As used in this Section.

**Covered Transaction** - A transaction under Federal non-procurement programs, which can be either a primary covered transaction or a lower tier covered transaction.

**Lower Tier Covered Transaction** – (1) Any transaction between a participant and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; (2) Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold of \$25,000; (3) Any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount.

**Participant** - Any person who submits a proposal for, enters into, or reasonably may be expected to enter into a covered transaction, including an agent or representative of another participant.

**Principal** - An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or a consultant or other person, whether or not employed by the participant or paid with Federal funds, who (1) is in a position to handle Federal funds; (2) is in a position to influence or control the use of those funds; or (3) occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

**System for Award Management (SAM)** - The list maintained and disseminated by the General Services Administration (GSA) containing names and other information about persons who are ineligible.

**Debarment** - Action taken by a debarring official (Federal agency) to exclude a person (recipient) from participating in covered transactions.

**Suspension** - An action taken that immediately prohibits a person from participating in covered transactions for a temporary period, pending completion of an agency investigation and any judicial or administrative proceedings that may ensue.

**Ineligible** - generally refers to a person who is either excluded or disqualified.

**Person** - Any individual, corporation, partnership, association, unit of government or legal entity, however organized, except: foreign governments or foreign governmental entities, public international organizations, foreign government owned (in whole or in part) or controlled entities, and entities consisting wholly or partially of foreign governments or foreign governmental entities.

**Proposal** - A solicited or unsolicited bid, application, request, invitation to consider or similar communication by or on behalf of a person seeking to participate or to receive a benefit, directly or indirectly, in or under a covered transaction.

**Voluntarily Excluded** - A status of nonparticipation or limited participation in covered transactions assumed by a person pursuant to the terms of a settlement.

## **13.2 TERMS**

**13.2.1** By signing the Application Cover Page and submitting its Application, the

prospective lower tier participant is providing the certification set out below.

The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**13.2.2** The prospective lower tier participant shall provide immediate written notice to the THECB's Point of Contact if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

**13.2.3** The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. Awarded Applicant may contact the THECB for assistance in obtaining a copy of those regulations.

**13.2.4** The prospective lower tier participant agrees by submitting its Application that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

**13.2.5** The prospective lower tier participant further agrees by submitting its Application that it will include a clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", stating the Certification listed below (at 13.3) without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

**13.2.6** A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Non- Procurement List.

**13.2.7** Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

**13.2.8** Except for transactions authorized under paragraph 13.2.5 of this section, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



### **13.3 CERTIFICATION**

A. By signature on the Application Cover Page and by submission of its Application, Applicant certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

B. Where Applicant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its Application.

C. The Applicant certifies that it will comply with all applicable provisions of 34 CFR Part 85.

### **14 LOBBYING CERTIFICATION**

Submission of the Certification Regarding Lobbying, which is a separate form attached to this RFA as Appendix C and which must be submitted with the Application Cover Page, covers all federal programs in this application, is required by the U. S. Department of Education and Section 1452, Title 31, of the United States Code, and is a prerequisite for making or entering into a sub-grant or subcontract over \$100,000 with any organization.

Further, Awarded Applicant certifies by signature on the Application Cover Page and by submitting an Application, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

1. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, Awarded Applicant shall complete and submit Standard Form – LLL “Disclosure of Lobbying Activities,” in accordance with its instructions.

2. Awarded Applicant shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including contracts under grants, cooperative agreements, and subcontracts) and that all sub recipients shall certify and disclose accordingly.

**Please scan and email a signed copy of the Certification Regarding Lobbying and Disclosure Form (Appendix D) and the FFATA Certification (Appendix E) with the Application Cover Page.**

## APPENDIX A: APPLICATION COVER PAGE

Below is a replica of the proposal cover page. Download the cover page as a fillable PDF from the Carl D. Perkins Equitable Access and Opportunity Program web page at <https://www.highered.texas.gov/peaop>. Complete the form and route it for required signatures. Signatures may be signed in ink or electronically.

Transmit the completed cover page with the Certification Regarding Lobbying and FFATA forms by email to [Perkins.Equity@highered.texas.gov](mailto:Perkins.Equity@highered.texas.gov) on or before June 21, 2022.

Transmit with Subject line COVER PAGE & CERTIFICATIONS [INSTITUTION NAME].

<b>Texas Higher Education Coordinating Board</b> <b>Carl D. Perkins Equitable Access and Opportunity Program</b> <b>Application Cover Page</b>		
<b>Project Title:</b>		
<b>Applicant Institution:</b>  Name: FICE Code: Mailing Address: City, State, Zip:		
<b>Project Director:</b>  Name: Phone: Fax: E-mail:	<b>Institutional Contact:</b>  Name: Phone: Fax: E-mail:	
We hereby certify that the information contained in this application is, to the best of our knowledge, correct and that the institution named above has authorized us as its representatives to obligate this institution. We further certify that any ensuing program and activity will be conducted in accordance with all applicable Federal and State laws and regulations, applications guidelines and instructions, the Provisions and Assurances, Debarment and Suspension, Lobbying Certifications, Drug-Free Workplace requirements, Special Provisions and Assurances, and the schedules as applicable. We are in full acceptance of the terms and conditions described in the THECB's RFA for Perkins State Leadership Grant 2022-2023. 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.		
Name/Title of Chancellor/President/CEO from Applicant Institution	Signature	Date
Name/Title of Chief Financial Officer	Signature	Date
Name/Title of Institutional Contact	Signature	Date

## APPENDIX B: PROGRAM APPLICATION

Below is a replica of this program's grant application. Download the application as a fillable PDF from the Carl D. Perkins Equitable Access and Opportunity Program web page at <https://www.highered.texas.gov/peaop>. Complete the application and transmit, along with any supplemental attachments, to [Perkins.Equity@highered.texas.gov](mailto:Perkins.Equity@highered.texas.gov) on or before June 14, 2022, at 11:30 PM CT.

Transmit with Subject line APPLICATION [INSTITUTION NAME].

### SECTION I: APPLICATION EVIDENCE

#### SECTION I.A TEXAS EVIDENCE-BASED GRANT-MAKING TIER SELECTION AND DOCUMENTATION OF EVIDENCE

Use the instructions provided in RFA Sec. 9 to determine the application's evidence tier.

##### EVIDENCE TIER SELECTION

Select only one tier.

☐ High Evidence Program Tier

*If your program qualifies as a High Evidence Program, please check this box and complete the required documentation of evidence chart.*

☐ Moderate Evidence Program Tier

*If your program qualifies as a Moderate Evidence Program, please check this box and complete the required documentation of evidence chart.*

☐ Performance Program Tier

*If your program qualifies as a Performance Program, please check this box and complete the required documentation of evidence representing at least two years of program implementation in the Performance Chart.*

☐ Experience Program Tier

*If your program qualifies as an Experience Program, please check this box. No outcome data or documentation of evidence is required; however, anecdotal evidence such as opinion surveys and testimonials on services provided for at least one year prior to the application must be provided.*

☐ New Program Tier

*If your program qualifies as a new program, please check this box. No outcome data, documentation of evidence, or anecdotal evidence is required; however, anecdotal evidence of success in similar interventions may be provided to support the proposed activities.*

#### Section I.B Documentation of Evidence, Based on Evidence Tier Selection

##### A. For HIGH OR MODERATE EVIDENCE Program Tiers

Complete this chart to reference the CLEAR or Other Entity (listed below) reviewed study of the comparable, replicable program. Only studies that have been evaluated by Clearinghouse for

Labor Evaluation and Research (CLEAR) or by an Other Entity listed below may be used to support a proposed program. **Attach the complete study or studies to your application.**

**High Evidence or Moderate Evidence: STUDY number 1**

<b>Evaluation Source (from list below)</b>	<i>Please list name of entity</i>
<b>Study #1 name:</b>	<i>Please copy/paste from CLEAR/Other Entity.</i>
<b>Study Full Citation:</b>	<i>Please copy/paste from CLEAR/Other Entity.</i>
<b>Findings:</b>	<i>Please copy/paste from CLEAR/Other Entity.</i>
<b>CLEAR/Other Entity Causal Evidence Rating:</b>	<i>Please copy/paste from CLEAR/Other Entity.</i>
<b>Key elements of the study program that will be implemented:</b>	
<b>Elements of the study program that will be changed or not implemented, and why these changes do not affect the validity of the comparison:</b>	
<b>Data to be collected to compare outcomes between the study and proposed programs:</b>	
<b>Appropriateness of proposed geography and population to be served:</b>	

**Evaluation Reviewed Study Sources**

Clearinghouse for Labor Evaluation and Research (CLEAR)

[https://clear.dol.gov/study\\_database](https://clear.dol.gov/study_database)

Pathways to Work Evidence Clearinghouse

<https://pathwaystowork.acf.hhs.gov/studies>

CrimeSolutions

<https://www.crimesolutions.gov/advsearch.aspx>

**High Evidence: STUDY number 2**

<b>Evaluation Source (from list below)</b>	<i>Please list name of entity</i>
<b>Study #2 name:</b>	<i>Please copy/paste from CLEAR/Other Entity.</i>
<b>Study Full Citation:</b>	<i>Please copy/paste from CLEAR/Other Entity.</i>

<b>Findings:</b>	<i>Please copy/paste from CLEAR/Other Entity.</i>
<b>CLEAR/Other Entity Causal Evidence Rating:</b>	<i>Please copy/paste from CLEAR/Other Entity.</i>
<b>Key elements of the study program that will be implemented:</b>	
<b>Elements of the study program that will be changed or not implemented, and why these changes do not affect the validity of the comparison:</b>	
<b>Data to be collected to compare outcomes between the study and proposed programs:</b>	
<b>Appropriateness of proposed geography and population to be served.</b>	

### **Evaluation Reviewed Study Sources**

Clearinghouse for Labor Evaluation and Research (CLEAR)

[https://clear.dol.gov/study\\_database](https://clear.dol.gov/study_database)

Pathways to Work Evidence Clearinghouse

<https://pathwaystowork.acf.hhs.gov/studies>

CrimeSolutions

<https://www.crimesolutions.gov/advsearch.aspx>

### **B. For the PERFORMANCE Program Tier**

The Performance Program Tier must be supported by data and information showing that the program creates an intended change in participants, and that participants show a positive outcome following the program. Fill out the Performance Chart in the Application as completely as possible with the applicant's data from previously implemented programs.

Your historical program output and outcome data must represent at least two years of program implementation, either directly collected or from the similar program being used as evidence. The data must be from programs that the applicant implemented within the past five years.

Also, provide information that will support demonstration of your organization's ability to manage grant programs to significant and strong outcomes, such as an evaluation of the program directly cited or a similar program, to support the design and anticipated outputs and outcomes of the program being proposed in this application. Include this information as an attachment to the application. You may include information from previous grants, programs,

and services. Please group your information first by funding source or type of grant. Include information from previous grants, and list at least two years or more of data. An example follows:

### **EXAMPLE: PERFORMANCE CHART**

History		Participant Data			Highest Credential Earned Per Participant			Employment Placement Data	
History of Special Populations Equity Initiative or Intervention (I.e. Grant, Program, Service)	Years of Operation	Number of Participants	Number Completing Credentials Program	% Completing Program	Occupational Skills Award	Certificate I or II	Applied Associate Degree	Number of Placements (Program Completers)	% of Placements (Completers)
<i>Example</i>									
Nontraditional CTE Student Cohorts for Success (local project funded by college foundation)	FY21 & 22	100	55	55%	5	10	10	53	53%
Special Populations: A Regional Approach (Perkins Leadership project)	FY18-22	300	210	70%	50	80	80	200	67%

Use the example provided to complete the following chart as accurately as possible:

- Initiatives and interventions should have a direct relationship to the deliverables and targets in the proposal.
- Each data entry must be expressed as a number – either actual and/or percentage.
- If any of the deliverables are not relevant/applicable to the listed activity, note N/A.
- Please list all initiatives and interventions chronologically, by year.

### **PERFORMANCE CHART**

History		Participant Data			Highest Credential Earned Per Participant			Employment Placement Data	
History of Special Populations Equity Initiative or Intervention (I.e. Grant, Program, Service)	Years of Operation	Number of Participants	Number Completing Credentials Program	% Completing Program	Occupational Skills Award	Certificate I or II	Applied Associate Degree	Number of Placements (Program Completers)	% of Placements (Completers)

### **Previous Evaluation for the Performance Program Tier**

*Do you have an evaluation performed by an external entity for this or a similar program to support the design and anticipated outcomes?*

\_\_\_ **No**

\_\_\_ **Yes** (Include the external evaluation as an attachment to the application.)

### **C. For the EXPERIENCE Program Tier**

To qualify for bonus points under the Experience Program Tier, please provide anecdotal participant success stories or other testimonials and results of any satisfaction survey of participants that demonstrate the effectiveness of the services provided for at least one year prior to grant application.

### **D. For the NEW Program Tier**

New programs have no evidence of effectiveness and have not been evaluated; however, these programs are eligible for funding and are encouraged to apply. Explain why the proposed program will achieve the specific outcomes proposed in the main body of the application and demonstrate that there is capacity to collect sufficient data to track outcomes from the program.

## **SECTION II: APPLICATION NARRATIVE**

1. How is the institution currently working to create equitable access to CTE programs and equitable opportunity for success for students with unique and special circumstances as defined in Perkins V, Section 3(48)? Describe outreach approaches, student support programs and services, and funding sources.

CRITERION: DEMONSTRATED LEVEL OF COMMITMENT                      POINTS: 10

2. Does the institution include student equity in its overall mission and values statements?  
Yes\_\_\_ No\_\_\_  
If yes, provide excerpts that address student equity.

CRITERION: DEMONSTRATED LEVEL OF COMMITMENT                      POINTS: 5

3. Has the institution's executive leadership committed to the success of the proposed equity project and its continuation after the grant period? Yes\_\_\_ No\_\_\_  
If yes, identify executive leadership team members making the commitment and discuss any current or past equity work their part as a team or as individuals.

CRITERION: DEMONSTRATED LEVEL OF COMMITMENT                      POINTS: 5

4. Describe the student barriers this project is intended to mitigate or eliminate. Define the problem as specifically as possible.

CRITERION: DEMONSTRATED STUDENT NEED                                      POINTS: 10

5. Describe the proposed project in detail, addressing the project's purpose, scope, goals and objectives, the program design, deliverables, and intended outcomes.

5a. Purpose

5b. Scope

5c. Goals and Objectives

5c. Program Design

5d. Deliverables

5e. Intended Outcomes

CRITERION: QUALITY OF PROJECT PLAN

POINTS: 20

6. Use the Program Evaluation Rubric on the Carl D. Perkins Equitable Access and Opportunity Program web page at <<URL>> to list project goals, objectives, and activities in detail. State a timeline and performance target for each activity. Performance targets should be expressed in measurable for finite metrics. The Program Evaluation Rubric is posted in Word format so that applicants may add goals, objectives, and activities appropriate for the proposed project.

CRITERION: QUALITY OF PROJECT PLAN

POINTS: 20

7. What are the qualifications of current grant staff who will lead this project? Describe past and current equity work performed by these individuals.

CRITERION: KEY STAFF

POINTS: 10

8. Describe the proposed project's planned impact on targeted students during the grant period and its intended future impact on students with barriers to success after the grant period has ended.

CRITERION: EXTENT AND DURABILITY OF IMPACT

POINTS: 5

9. Does the institution have a plan to maintain and institutionalize the deliverables of this project after the funding period? Yes\_\_\_ No\_\_\_ If yes, describe the plan in as much detail as possible.

CRITERION: EXTENT AND DURABILITY OF IMPACT

POINTS: 10

10. Will all or some of the deliverables of this proposed project be replicable by other institutions? All\_\_\_ Some\_\_\_ None\_\_\_. If All or Some, describe the approaches that will be used to ensure replicability.

CRITERION: REPLICABILITY.

POINTS: 5

### **SECTION III: APPLICATION BUDGET**

Download the budget schedules from the Carl D. Perkins Equitable Access and Opportunity Program web page at <https://www.highered.texas.gov/peaop>. The budget schedules are posted as a single document in Word format so that applicants may budget line items appropriate for the proposed project.

Follow the guidelines for each budget schedule that appear in Section 9.4 of this RFA. See also Supplementing Versus Supplanting Principles (Appendix H) and the Perkins Grant Cost Guidelines (Appendix G).



Complete the full application and transmit, along with any supplemental attachments, to [Perkins.Equity@highered.texas.gov](mailto:Perkins.Equity@highered.texas.gov) on or before June 14, 2022, at 11:30 PM CT. Follow instructions in this appendix's introduction for the subject line title.

Texas Higher Education Coordinating Board Federal Perkins Awards

**APPENDIX C: CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

**(Please check one or two of the following that pertain to your institution.)**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. ☐ No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. ☐ If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

***If box 2 is checked, the completion of "Disclosure of Lobbying Activities" form-LLL is required.***

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. **Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.**

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certification.**

**Name of Organization:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

\_\_\_\_\_  
**(Signature of Authorized Official)**

\_\_\_\_\_  
**(Title of Authorized Official)**

**(Date)** \_\_\_\_\_

## Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

<b>1. Type of Federal Action:</b> a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> a. bid/offer/ application ____ b. initial award c. post-award	<b>3. Report Type:</b> a. initial filing ____ b. material change  <b>For material change only:</b> Year _____ quarter _____ Date of last report _____
<b>4. Name and Address of Reporting Entity:</b> ____ Prime      ____ Subawardee Tier _____, if Known:  Congressional District, if known:		<b>5. If Reporting Entity in No. 4 is Subawardee,</b> Enter Name and Address of Prime:  Congressional District, if known:
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>	<b>Signature:</b> _____  <b>Print Name:</b> _____  <b>Title:</b> _____  <b>Telephone No.:</b> _____ <b>Date:</b> _____	
<b>Federal Use Only</b>	<b>Authorized for Local Reproduction</b> Standard Form - LLL (Rev. 7-97)	

## Federal Agency Form Instructions - Disclosure of Lobbying Activities

Form Identifiers	Information
Agency Owner	Grants.gov
Form Name	Disclosure of Lobbying Activities (SF-LLL)
Form Version Number	1.2
OMB Number	4040-0013
OMB Expiration Date	02/28/2022

### Form Field Instructions

Field Number	Field Name	Required or Optional	Information
1.	*Type of Federal Action:	Required	Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action. This field is required.
2.	*Status of Federal Action	Required	Identify the status of the covered Federal action. This field is required.
2-a.	a. Bid/Offer/Application	Check if applicable	Click if the Status of Federal Action is a bid, an offer or an application.
2-b.	b. Initial Award	Check if applicable	Click if the Status of Federal Action is an initial award.
2-c.	c. Post-Award	Check if applicable	Click if the Status of Federal Action is a post-award.
3.0	*Report Type	Required	Identify the appropriate classification of this report.
3-a.	a. Initial filing	Check if applicable	Check if Initial filing.

3-b.	b. Material change	Check if applicable	If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the previously submitted report by this reporting entity for this covered Federal action. This field is required.
Field Number	Field Name	Required or Optional	Information
	Material Change Year	Conditionally Required	If this is a follow up report caused by a material change to the information previously reported, enter the year in which the change occurred.
	Material Change Quarter	Conditionally Required	If this is a follow up report caused by a material change to the information previously reported, enter the quarter in which the change occurred.
	Material Change Date of Last Report	Conditionally Required	Enter the date of the previously submitted report by this reporting entity for this covered Federal action.
4.	Name and Address of Reporting Entity	Required	Provide the information for Name and Address of Reporting Entity.
	Prime	Check if applicable	Click to designate the organization filing the report as the Prime Federal recipient.
	Subawardee	Check if applicable	Click to designate the organization filing the report as the SubAwardee Federal recipient. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
	Tier if known:	Optional	Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier.
	Name	Required	Enter the name of reporting entity. This field is required
	Street 1	Required	Enter Street 1 of the reporting entity. This field is required.

	Street 2	Optional	Enter Street 2 of the reporting entity.
	City	Required	Enter City of the reporting entity This field is required.
	State	Required	Enter the state of the reporting entity. This field is required
	ZIP	Required	Enter the ZIP of the reporting entity. This field is required

Field Number	Field Name	Required or Optional	Information
	Congressional District, if known	Optional	Enter the primary Congressional District of the reporting entity. Enter in the following format: 2 character state abbreviation – 3 characters district number, e.g., CA-005 for California 5 <sup>th</sup> district, CA-012 for California 12 <sup>th</sup> district, NC-103 for North Carolina's 103 <sup>rd</sup> district.
5.	If Reporting Entity in No. 4 is Subaward, Enter Name and Address of Prime	Conditionally Required	If Reporting Entity in No. 4 is Subaward, provide the information for the Name and Address of Prime
	Name	Required	If the organization filing the report in item 4, checks "Subawardee", enter the full name of the prime Federal recipient.
	Street 1	Required	If the organization filing the report in item 4, checks "Subawardee", enter the address of the prime Federal recipient.
	Street 2	Optional	If the organization filing the report in item 4, checks "Subawardee", enter the address of the prime Federal recipient.
	City	Required	If the organization filing the report in item 4, checks "Subawardee", enter the city of the prime Federal recipient.
	State	Required	If the organization filing the report in item 4, checks "Subawardee", select the appropriate state from this pull down menu.
	ZIP	Required	Enter the ZIP of Prime. This field is required

Field Number	Field Name	Required or Optional	Information
	Congressional District, if known	Optional	Enter the Congressional District of Prime. Enter in the following format: 2 character state abbreviation – 3 characters district number, e.g., CA-005 for California 5 <sup>th</sup> district, CA-012 for California 12 <sup>th</sup> district, NC-103 for North Carolina's 103 <sup>rd</sup> district.
6.	Federal Department/Agency	Required	Enter the name of the Federal Department or Agency making the award or loan commitment. This field is required.
7.	CFDA Number:	Required	Enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments. Pre-populated from SF-424 if using Grants.gov.
	CFDA Title:	Required	Enter the Federal program name or description for the covered Federal action. Pre-populated from SF-424 if using Grants.gov.
8.	Federal Action Number	Optional	Enter the most appropriate Federal identifying number available for the Federal action, identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9.	Award Amount	Optional	For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment of the prime entity identified in item 4 or 5.

Field Number	Field Name	Required or Optional	Information
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10.a.	Name And Address of Lobbying Registrant	Required	Provide the information for the Name and Address of Lobbying Registrant.
	Prefix	Optional	Enter the prefix (e.g., Mr., Mrs., Miss), if appropriate, for the Lobbying Registrant.
	First Name	Required	Enter the first name of Lobbying Registrant. This field is required.
	Middle Name	Optional	Enter the middle name of Lobbying Registrant.
	Last Name	Required	Enter the last name of Lobbying Registrant. This field is required.
	Suffix	Optional	Enter the suffix (e.g., Jr. Sr., PhD), if appropriate, for the Lobbying Registrant.
	Street 1	Required	Enter the first line of street address for the Lobbying Registrant.
	Street 2	Optional	Enter the second line of street address for the Lobbying Registrant.
	City	Required	Enter the city of the Lobbying Registrant.
	State	Required	Select the appropriate state of the Lobbying Registrant.
	ZIP Code	Required	Enter the Zip Code (or ZIP+4) of the Lobbying Registrant.
10.b.	Individual Performing Services	Required	Provide the information for Individual Performing Services
	Prefix	Optional	Enter the prefix (e.g., Mr., Mrs., Miss), if appropriate, for the Individual Performing Services.
	First Name	Required	Enter the first name of the Individual Performing Services. This field is required.
	Middle Name	Optional	Enter the middle name of the Individual Performing Services.
	Last Name	Required	Enter the last name of the Individual Performing Services. This field is required.

Field Number	Field Name	Required or Optional	Information
	Suffix	Optional	Enter the suffix (e.g., Jr. Sr., PhD), if appropriate, for the Individual Performing Services.
	Street 1	Required	Enter the first line of street address for the Individual Performing Services.
	Street 2	Optional	Enter the second line of street address for the Individual Performing Services.
	City	Required	Enter the city of the Individual Performing Services.
	State	Required	Select the state for the address of the Individual Performing Services from this pull down menu.
	ZIP Code	Required	Enter the Zip Code (or ZIP+4) of the Individual Performing Services.
11.	Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	N/A	N/A

	Signature:	Required	Completed by Grants.gov upon submission.
	Name:	Required	Provide the information for the Name of the Certifying Official.
<b>Field Number</b>	<b>Field Name</b>	<b>Required or Optional</b>	<b>Information</b>
	Prefix	Optional	Enter the prefix (e.g., Mr., Mrs., Miss), if appropriate, for the Certifying Official.
	First Name	Required	Enter the first name of Certifying Official. This field is required.
	Middle Name	Optional	Enter the middle name of the Certifying Official.
	Last Name	Required	Enter the last name of the Certifying Official. This field is required.
	Suffix	Optional	Enter the suffix (e.g., Jr. Sr., PhD), if appropriate, for the Certifying Official.
	Title:	Optional	Enter the title of the Certifying Official.
	Telephone No.:	Optional	Enter the telephone number of the certifying official.
	Date:	Required	Completed by Grants.gov upon submission.

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According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

OMB Number: 4040-0013 7

OMB Expiration Date: 02/28/2022

**APPENDIX D: FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT  
(FFATA) CERTIFICATION**

**Texas Higher Education Coordinating Board**

**A. Certification Regarding Percent (%) of Annual Gross from Federal Awards:**

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?

☐ Yes

If yes, continue to question B.

☐ No

If no, questionnaire is complete. Please sign section E. Thank you!

**B. Certification Regarding Amount of Annual Gross from Federal Awards:**

Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year?

☐ Yes

If yes, continue to question C.

☐ No

If no, questionnaire is complete. Please sign section E. Thank you!

**C. Certification Regarding Public Access to Compensation Information:**

Does the public have access to information about the highly compensated officers/senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

☐ Yes

If yes, questionnaire is complete. Please sign section E. Thank you!

☐ No

If no, please complete Section D.

**D. Top Executive Disclosure Requirements:** Provide the names and total compensation of the top five most highly compensated officers/senior executives for the preceding fiscal year below. Please see 2 CFR Pt. 170, including its Appendix A for guidance. After completing Section D, please sign section E. Thank you!

	Name of Top Executives	Annual Compensation
1.		\$
2.		\$
3.		\$
4.		\$
5.		\$

**E. Signatures:**

As the duly authorized representative (Signor) of the Contractor/Grantee, I hereby represent and warrant that the statements made by me in this certification form are true, complete, and correct to the best of my knowledge and are consistent with FFATA (31 USC § 6101 note), as amended, and its implementing regulations including 2 CFR Part 170. I further represent and warrant that I will provide THECB with any and all information which may be further needed for THECB to accurately report to the federal government pursuant to FFATA.

Organization Name:	
DUNS Number:	
Zip code(s) in which services will be performed:	
Signer Printed Name:	
Title:	
Signature:	
Date:	

## APPENDIX E: REPORTING REQUIREMENTS

### General Information

The Awarded Applicant must submit Quarterly Reports, a Final Report, and a minimum of four Expenditure Reports to the THECB annually for the Grant Period.

All reports must be submitted by email to [Perkins.Equity@highered.texas.gov](mailto:Perkins.Equity@highered.texas.gov), and the project's grant advisor must be cc'd. Any report submitted to the Perkins.Equity inbox without a cc to the grant advisor will be returned. Transmit reports with the Subject line QUARTERLY REPORT [COLLEGE], FINAL REPORT [COLLEGE], or EXPENDITURE REPORT [COLLEGE].

Failure to submit reports in a timely manner may result in withholding fiscal reimbursements and will influence the Awarded Applicant's eligibility for future Grant Awards. Continued failure to submit reports and reimbursement requests may result in termination of the Grant for non-performance.

Reports must indicate clearly that Results/Comments are for Quarter 1, Quarter 2, etc., with a line skipped between each quarter's report and the quarter designation added for each comment. All previous reports must appear cumulatively with the current report for each quarterly report.

### A. Quarterly Reports and Final Evaluation Reports

The Awarded Applicant must submit Quarterly Reports and a Final Report that document the implementation and outcomes of the Grant Plans. **If a report due date falls on a holiday or weekend, the Awarded Applicant must submit the report on the first working day following the holiday or weekend.**

The reporting schedule for 12-month grants is as follows:

<u>Quarter</u>	<u>For Quarter Ending</u>	<u>Report Due Date</u>
1	November 30, 2022	January 6, 2023
2	February 28, 2023	March 31, 2023
3	May 31, 2023	June 30, 2023
4	August 31, 2023	September 30, 2023

The reporting schedule for 24-month grants uses the above schedule and continues as follows:

<u>Quarter</u>	<u>For Quarter Ending</u>	<u>Report Due Date</u>
5	November 30, 2023	January 5, 2024
6	February 28, 2024	March 31, 2024
7	May 31, 2024	June 30, 2024
8	August 31, 2024	September 30, 2024

### B. Expenditure Reports

The Awarded Applicant's chief financial officer or authorized designee may submit Expenditure Reports on Form CB 100 at any time during the Grant Period but must submit at least quarterly on the schedule shown below. If a report due date falls on a holiday or weekend, the Awarded

Applicant must submit the report on the first working day following the holiday or weekend.

The final Expenditure Report must include actual expenditures for the Grant Period. Awarded Applicant will not be reimbursed for any expenditure submitted after October 15, 2023, for 12-month grants and October 15, 2024 for 24-month grants.

The reporting schedule for 12-month grants is as follows:

<u>Quarter</u>	<u>For Quarter Ending</u>	<u>Report Due Date</u>
1	November 30, 2022	January 6, 2023
2	February 28, 2023	March 31, 2023
3	May 31, 2023	June 30, 2023
4	August 31, 2023	September 30, 2023

The reporting schedule for up to 24-month grants uses the above schedule and continues as follows:

<u>Quarter</u>	<u>For Quarter Ending</u>	<u>Report Due Date</u>
5	November 30, 2023	January 5, 2024
6	February 28, 2024	March 31, 2024
7	May 31, 2024	June 30, 2024
8	August 31, 2024	September 30, 2024

### **C. Presentations on State Leadership Grant Activities**

Grantees should be prepared to travel to Austin during the grant period to make a presentation on grant activities to THECB staff and other State Leadership grantees on a date to be determined by THECB staff. In addition, the Awarded Applicant is expected to travel to at least one state professional conference during the grant period and make a presentation to disseminate information about the grant to other CTE professionals. These presentations should be referenced in the project's activities.

### **D. Project Deliverables**

Grantees will make project deliverables available online by the end of the project period. This activity should be reflected in the Awarded Applicant's project plan.

## APPENDIX F: REVISIONS TO PROGRAM PLAN OR BUDGET

The Awarded Applicant must contact the THECB to notify staff of, or request changes to, the grant. The nature or content of a proposed change will determine whether the Awarded Applicant notifies THECB staff by email or requests a formal amendment via the Perkins Portal:

### A. EMAIL NOTIFICATION REQUIRED

The Awarded Applicant must submit email notification at least 15 days prior to a change or action that:

1. Notifies the THECB of any potential conflict of interest that arises prior to or during the grant period;
2. Changes one or more cost items within a Budget Schedule that does not change the scope or activities of the Grant; or
3. Increases a cost item in Schedule D: Consultant and Service Contracts.

Email notice must be submitted to [Perkins.Equity@highered.texas.gov](mailto:Perkins.Equity@highered.texas.gov), and the grant advisor must be cc'd on the email. Any notice submitted to the Perkins.Equity inbox without a cc to the grant advisor will be returned. Transmit with Subject line EMAIL NOTICE [#] [COLLEGE].

### B. FORMAL AMENDMENT REQUIRED

The Awarded Applicant must submit a request for a formal amendment to the Grant to [Perkins.Equity@highered.texas.gov](mailto:Perkins.Equity@highered.texas.gov), and the grant advisor must be cc'd on the email. Any amendment submitted to the Perkins.Equity inbox without a cc to the grant advisor will be returned. **Requested changes must appear as edits to a copy of the original application and must be clearly marked.**

Transmit with Subject line AMENDMENT [#] [COLLEGE] A formal amendment is required for a change or action that:

1. Modifies the approved scope, strategies, activities, or timelines of the grant or project events with or without a change to the budget;
2. Modifies one or more approved cost items within a Budget Schedule that changes the scope or activities of the Grant;
3. Moves costs across Budget Schedules A-F that cumulatively exceed 10% of the total Grant Award;
4. ~~Changes any information or costs in Budget Schedule C: Capital Expenditures and Equipment (Capital Expenditures are not an allowable cost for this grant program); or~~
5. Temporarily or permanently changes any individuals identified on the Cover Page).

**A formal amendment that involves a change to a cost item must include a justification for the change in the line item description.**

**Formal Amendments requested in FY 2023 will not be considered by the THECB Board after July 1, 2023. Formal Amendments requested in FY 2024 will not be considered after July 1, 2024.**



### C. INSTRUCTIONS FOR BUDGETARY AMENDMENTS

1. Do not delete budget lines. To remove or reduce a line item, indicate the change with a line item showing the amount to be subtracted from the schedule.
2. To increase a line item, use one of the following methods:
  - Subtract out the original line item and add a new line-item entry with updated information, including the increased line-item total; OR
  - Add a new line item for the amount of the increase only, indicating the original line item's number in the description. Add updated information to explain the increase.
3. To add a new line item, follow the entry formats and examples given in Section 7.4: Budget.
4. Indicate the purpose of each line item using these terms: REMOVE, REDUCE, INCREASE, or ADD.

Sample Entries shown below are for Schedules A, B, and D. Awarded Applicant must use the format for all budget schedules:

#### Cost Category Schedule A: Salaries and Fringe Benefits

I. Activity	II. Title/Position	III. % of Time on Project	IV. Amount
Special Populations  OR	(A2) INCREASE line 3 by 3 additional PT interpreters employed by the college to provide identified CTE special populations students with services. Total for interpreters: \$15,000 + \$10,000 = \$25,000.	100 %	\$ 10,000
Special Populations	INCREASE line (3) to 5 PT Interpreters employed by the college to provide identified CTE special populations students with services.	100 %	\$ 15,000

#### Cost Category Schedule B: Travel

I. Activity	II. Title/Position	III. Purpose	IV. Amount
Professional Development	(A2) Equity Coordinator	ADD: Equity Coordinator will attend NAPE conference 11/9-11/12 in Washington, D.C., to obtain knowledge and best practices regarding equitable access.	\$ 2,000

Professional Development	(A1) Nursing Coordinator	REMOVE: Nursing Coordinator, attending Equitable Access for Nursing Students event in May 2023.	\$ -1,000
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**Cost Category Schedule C: Capital Outlay/Equipment (not allowable for this grant program)**

**Cost Category Schedule D: Consultant and Service Contracts.**

II. Individual or Firm	III. Purpose	IV. Amount
Magritte Stephenson	DECREASE 3 Growth vs Fixed Mindset Webinars for students served by grant due to elimination of third webinar due to unexpected unavailability of contractor.	\$ -1,500

## APPENDIX G: SUPPLEMENTING VERSUS SUPPLANTING

Funding provided under the Perkins State Leadership Grant must **supplement** (increase the level of services) and **not supplant** (take the place of) state, local, and other federal funds. Grantee cannot use Perkins funds to supplant funds that, in the absence of Perkins funds, would have been spent on CTE items.

Federal funds cannot be used to pay for services, staff, programs, or materials that would otherwise be paid with state or local funds.

Any program activity required by State law, THECB rules, or local board policy may not be paid with Perkins funds. State or local funds may not be decreased or diverted for other uses merely because of the availability of Perkins funds. Grantee must maintain documentation that clearly demonstrates the supplementary nature of Perkins funds.

### Presumption of supplanting

Grantee could be considered in noncompliance with the supplement-not-supplant requirement if Perkins funds are used to provide services that Grantee is required to provide under State or local law, THECB rule, or a court order. Also, Grantee could be considered in noncompliance for any expenditure of Perkins funds for any service that was previously funded with State or local funds.

If a program expense was funded with non-federal funds in one year and with Perkins funds the next year, an auditor would most likely make a presumption of supplanting. However, the institution then has the opportunity to rebut the presumption. In view of the current reductions in state appropriations and local tax revenues, an institution may be justified in funding the program expense with Perkins funds.

For a decision to allocate Perkins funds in this way to be prudent, the institution should have two types of documented evidence that supports its action:

1. Evidence of an actual reduction in state and/or local support and/or other non-federal support.

Examples of such evidence could be state appropriation language or a communication from the THECB regarding a reduction in state funding. There may be similar examples relating to reduced funding from local or private sources.

2. Evidence that the activity/program would be discontinued without the benefit of Perkins funds.

Examples of this type of evidence might be minutes from a meeting called by the college president or minutes from a faculty meeting.

The institution should ensure that it has the proper evidence in place before deciding to take this kind of action. The THECB may request copies of the documented evidence described above prior to approval of a budget amendment that would reallocate Perkins funds to a program previously funded by non-federal funds.

## **APPENDIX H: CARL D. PERKINS GRANT COST GUIDELINES**

Funds must be expended for reasonable and necessary costs in conducting grant activities. Reasonable means a cost is consistent with prudent business practice and comparable to current market value. Necessary means the cost is essential for grantee to accomplish the objectives of the project. The grantee must comply with the applicable Federal Cost Principles in expending grant funds. See the last section of this appendix for a link to Federal Cost Principles.

This appendix addresses certain specific costs only and is not intended to be all-inclusive.

### **Advertisements**

Advertisements are allowed for recruiting grant personnel only as long as the advertisement is not in color and not excessively large.

Advertisements are allowed for communication with the public and press when the costs are considered necessary as part of the outreach effort for the grant.

### **Alcoholic Beverages**

Alcoholic beverages are not allowable under any circumstances.

### **Audit Fees**

Audit fees are allowable in accordance with the following:

- Audit fees and expenses are allowable only when the audit is required by and performed in accordance with [2 CFR Chapter I, Chapter II, Part 200, Subpart F, Audits](#).
- Audit fees and expenses may not be charged as a direct cost when such audit-services costs are part of the grantee's indirect cost pool.

### **Awards for Recognition and Incentives for Participation**

Minimal-cost certificates, plaques, ribbons, small trophies, or instructionally related items to be used in the classroom (such as pens and pencils) are acceptable incentives for participation in program activities or awards for recognition.

The following items may be donated by others but may NOT be purchased with grant funds:

- Gifts or items that appear to be gifts
- Souvenirs, memorabilia, or promotional items, such as T-shirts, caps, tote bags, imprinted pens, and key chains
- Door prizes, movie tickets, gift certificates, passes to amusement parks, and so on
- Food of any kind (snacks, beverages, refreshments, meals, and so on)

### **Calendars and Calendaring Systems**

Calendaring systems to manage personal calendars – whether paper calendars, personal digital assistants (PDAs), or electronic or software calendars – are not allowable costs.

### **Cellular Telephones for Personal Use**

A cellular telephone for personal use is not an allowable cost.

### **Ceremonies, Banquets, or Celebrations**

Costs associated with ceremonies, banquets, or celebrations are not allowable.

**Conflict of Interest**

Any purchase or expenditure that would pose a conflict of interest, real or perceived, is not allowable.

**Construction, Remodeling, or Renovation**

These costs are not allowed unless specifically authorized in the authorizing program statute and unless specifically approved in the applicable grant application.

**Donations**

Donations to other organizations or to other units within the grantee institution are not allowable.

**Employee Service Awards**

Employee service awards cannot be paid from grant funds.

**Entertainment, Recreation, Social Events**

Costs associated with any type of entertainment, recreation, or social event are not allowable.

**Field Trips**

Educational field trips are allowable under certain circumstances. Educational field trips are approved, planned instructional activities that involve students in learning experiences that are difficult to duplicate in a classroom situation. The field trip must be necessary to accomplish the objectives of the grant program.

Costs for the field trip must be reasonable. Any entrance fees and transportation costs must be reasonable in comparison to the intended objectives of the trip.

**Unallowable Costs Related to Field Trips**

The following costs are not allowable:

- o Field trips for social, entertainment, or recreational purposes
- o Field trips that supplant and do not supplement local or state expenditures or activities
- o Field trips that are not reasonable in cost or are not necessary to accomplish the objectives of the grant program
- o Field trips to entertainment or recreational locations that have legitimate educational programs when more than 25 percent of the time spent at the location is used for entertainment or recreation of field trip participants

**Fines and Penalties**

Fines and penalties are not allowable.

**Food and Beverage Costs**

Expenditures on food must be reasonable in cost, necessary to accomplish program objectives, and an integral part of the instructional program.

**Food Costs for Participant Meetings/Training**

Unless otherwise specified, a limited amount of funds may be expended on light meals for participant meetings or training events under very limited circumstances. The use of grant

funds for this purpose is specifically limited to light working meals for participants when the working meal is noted on an agenda, is clearly described, and is mandatory. The purpose of a working meal should be to shorten the overall meeting or training time and to facilitate accomplishing the objectives of the meeting or training and the overall program.

A working meal or light meal described below is considered to be reasonable in cost when the cost of the lunch including tax does not exceed \$20 per person; therefore, the grantee will not be reimbursed for more than \$20 per person, including tax. Any amount over \$20 per person must be paid from other allowable funding sources. The \$20 per person does not include any mandatory service fee or set-up fee. **Anything termed a gratuity or tip is not reimbursable.**

Specifically, grant funds may be expended for the following costs provided that the grantee maintains adequate and sufficient documentation that the costs were necessary and reasonable to further the intent and objectives of the grant.

**Light Meal during an All-Day Meeting or Training Session:** Light meal (not to exceed \$20 per person, including tax) for participants who are cloistered in an all-day (at least six-hour) meeting or training session. Grantee must document that it was impractical for participants to obtain meal on their own (for example, because of an isolated location or distance to eateries) and that their attendance at the meeting or training session was essential to accomplishing the objectives of the grant. Grantee must maintain an agenda that clearly identifies the topics discussed during the meeting or training session and the time allocated to each topic, including the meal period.

**Working meal during an All-Day Meeting or Training Session:** Light meals during a working meeting (not to exceed \$20 per person, including tax). A working meal is defined as an activity in which staff or participants are engaged in exercises or activities during the normal mealtime. Grantee must maintain an agenda that shows that no other opportunity for a meal was provided and that clearly identifies the exercise or activity the participants were engaged in. Grantee should also retain a representative sample of the work product, if any, that was generated as a result of the working session.

No other food costs, including food and beverages for refreshments, breaks, or snacks, are permitted.

### **Allowable Food Costs for Parents and/or Students**

The following costs are allowable:

- o Nutritional snacks for children in childcare while parents are participating in grant activities
- o Food necessary to conduct nutrition education programs for parents

Full meals for parents or students are not allowable for these purposes under any circumstances. Expenditures must be reasonable in cost, necessary to accomplish program objectives, and an integral part of the instructional program.

### **Unallowable Food Costs**

The following costs are not allowable:

- o Refreshments of any kind, including beverages, breaks, and snack foods except as

- o necessary for parent involvement activities to encourage attendance by parents
- o Refreshments or meals at an awards banquet or function
- o Any food costs that are not necessary to accomplish the objectives of the grant program
- o Any food cost associated with an event in which a guest speaker or other individual conducts a presentation and the participants are not actively engaged in performing activities
- o Gratuities or tips

### **Fundraising Activities**

Costs of organized fundraising, including solicitation of gifts and bequests, endowment drives, financial campaigns, and similar expenses incurred to raise capital or to obtain contributions are not allowable. Costs associated with attending or sponsoring training on fundraising are not allowable.

### **Gifts**

Gifts or items that appear to be gifts are not allowable.

### **Legal Fees**

Legal fees and expenses are allowable only as necessary for the administration of the grant program. Retainer fees are not allowable costs. Legal expenses for claims against the federal or state government are not allowable.

### **Lobbying**

Any costs incurred for lobbying are not allowable.

### **Memberships**

Membership in business, technical, and professional organizations related to the grant program are allowable. Membership must be in the name of the grantee organization and not in the name of an individual.

Memberships in civic and social organizations and in organizations that are substantially engaged in lobbying are not allowable costs.

### **Printing Costs**

Printing costs are allowable when they are reasonable and necessary. Any multi-color printing must be reasonable in cost and must be necessary to carry out the objectives of the grant program.

### **Promotional Items, Memorabilia, or Souvenirs**

Promotional items, memorabilia, or souvenirs are not allowable costs.

### **Salaries, Wages, and Employee Benefits**

Salaries and wages are allowable for personnel who work on the grant provided the appropriate time and effort reports are maintained in accordance with the applicable federal cost principles and submitted to the grantee institution's accounting office to document charges to payroll. Benefits are allowable in the same proportion as salaries and wages.

## **Social Events**

The costs associated with social events of any kind are not allowable.

## **Training or Technical Assistance on Grant Writing**

Funds may not be used for training or technical assistance on grant writing or for costs associated with writing other grant applications.

## **Transportation Costs**

The cost of transporting students (or parents, if appropriate for the particular grant program) to or from grant activities is an allowable expenditure.

## **Travel Costs**

The Awarded Applicant must have written policies and procedures for employees who travel on Perkins business and seek travel reimbursement with Perkins funds. Personnel are required to travel at the federal lodging and per diem rates or the Awarded Applicant's rates, whichever are more stringent. Employees may be reimbursed at the per diem rates or for actual costs not to exceed the per diem rates. At the institutional discretion, employees who exceed the per diem rates may be reimbursed for the difference with other non-federal funds that are available to the Awarded Applicant. Site-specific information on rates for in-state and out-of-state travel is available at the U.S. General Services Administration website at <http://www.gsa.gov/portal/category/100120>.

Personnel must be reimbursed for actual car mileage at the current rate established by the Texas Comptroller of Public Accounts (CPA), or at a rate established by the Awarded Applicant, whichever is more stringent. Information about the rate is available at the CPA website at <https://fm.x.cpa.state.tx.us/fm/travel/travelrates.php>.

## **Allowable Travel Expenses**

The following travel expenses are allowable:

- o Mileage reimbursement is allowable for travel necessary to carry out the objectives of the grant project. If institutional policy reimburses at a lower rate, grantee must claim that lower rate.
- o Airfare is allowable at the lowest fare available.
- o Car rental fee (at destination) is not allowable unless other transportation such as taxi or shuttle is not available for performing official business or unless car rental is more cost-effective than alternate modes of travel. Gasoline for the rental car is allowable.
- o Airport parking is allowable.
- o Taxi fares for official business are allowable. Tips cannot be reimbursed.
- o Itemized miscellaneous business expenses (such as business phone calls, printing, or materials) for carrying out official business of the meeting, conference, or workshop are allowable.
- o Registration fees to attend workshops or conferences are allowable. Social events or recreational events available at a cost above the basic registration fee may not be paid from grant funds.
- o Awarded Applicant may claim less than the maximum meal reimbursement rate for a



duty point and use the amount of the reduction to increase the maximum lodging reimbursement rate for the duty point. This is allowable for in-state and out-of-state travel.

### **Unallowable Travel Expenses**

The following travel expenses are not allowable:

- o Any travel expenses associated to foreign travel.
- o First-class air fare
- o Per diem (meals and lodging) for meeting, conference, or workshop participants who live in the same city where the event is held. (Automobile mileage is allowable.)
- o Tips or gratuities of any kind
- o Alcoholic beverages
- o Entertainment, recreation, or social events
- o Any expense for other persons
- o Automobile mileage or taxi fares for other than official business
- o Personal accident insurance or personal effects coverage for rental cars
- o Rental car for personal use or for purposes not associated with the official business of the meeting, conference, or workshop

### **Travel Documentation**

Travel costs must be properly documented to be reimbursable. Travel costs not supported by proper documentation are not allowable grant charges and are subject to disallowance by state and federal auditors and monitors.

### **Federal Cost Principles**

The applicable cost principles as established by the Federal Office of Management and Budget (OMB) as the Uniform Grant Guidance are posted online at eCFR — Code of Federal Regulations and are as follows:

Type of Entity	Applicable Cost Principles
<ul style="list-style-type: none"><li>■ Open-enrollment charter schools operated by an institution of higher education (i.e., college or university)</li><li>■ Institutions of higher education (IHEs)</li></ul>	<a href="#">eCFR — Code of Federal Regulations</a>