REQUEST FOR APPLICATIONS

TEXAS HIGHER EDUCATION COORDINATING BOARD

PERKINS STATE LEADERSHIP GRANT

2020-2021

781-0-23007

PRE-PROPOSAL DEADLINE: 5:00 PM C.T., May 29, 2020
APPLICATION DEADLINE: 5:00 PM C.T., July 10, 2020
APPLICATION COVER PAGE AND FEDERAL CERTIFICATIONS DEADLINE: July 17, 2020

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1 OVERVIEW OF FUNDING OPPORTUNITY

1.1 PROGRAM TITLE: Perkins State Leadership Grant

1.2 SYNOPSIS OF PROGRAM

The Texas Higher Education Coordinating Board ("THECB") requests that Texas public postsecondary institutions submit Pre-Proposals for consideration of funding for Perkins State Leadership Grants in state fiscal year 2021 (September 1, 2020, through August 31, 2021).

To receive federal funding under the Perkins State Leadership Grant Program, an Eligible Applicant must meet the requirements of this Request for Applications ("RFA") and address the goals and objectives of the Perkins V State Plan 2020-2024 under the Carl D. Perkins Career and Technical Education Improvement Act of 2006 and the requirements of 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 . 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 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, 2019

1.7 AWARD FOR RESEARCH AND DEVELOPMENT?

NO

1.8 POINT OF CONTACT

Mindy Nobles, Assistant Director for Workforce
Academic Quality and Workforce
Texas Higher Education Coordinating Board Phone: (512) 427-6221
Email: Mindy.Nobles@thecb.state.tx.us

2 AWARD SUMMARY

2.1 AWARD AMOUNT

There is no prescribed award amount. A Texas public postsecondary institution should request an amount that adequately covers the proposed project, subject to competition ranges described in Section 10.2 of this RFA.

2.2 GRANT TERM

The Grant Term is expected to be from the issuance of the Grant Award: approximately July 21, 2020, through October 29, 2021, for twelve-month grants; and approximately July 21,

2020, through October 29, 2022, for twenty-four-month grants. All Grant funds must be expended during the Federal Funding Period: September 1, 2020, though August 31, 2021, for twelve-month grants; and September 1, 2020, through August 31, 2022, for twenty-four-month grants.

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.

Date	Events
March 20, 2020	RFA Posted on THECB Website
March 24, 2020	Perkins Portal Live for Leadership Pre-Proposal Submission
May 29, 2020	Leadership Pre-Proposals & Notice of Intent for Continuation Due
June 1-June 11, 2020	Evaluation of Pre-Proposals
June 12, 2020	Invitations to Submit Application
June 26, 2020	Inquiry Deadline
July 10, 2020	Leadership Applications Due
July 17, 2020	Application Cover Page and Certification Regarding Lobbying Due
July 13-24, 2020	Evaluation of Applications
July 27-August 31, 2020	Process Notifications of Grant Award

3 ELIGIBILITY INFORMATION

3.1 ELIGIBLE APPLICANTS

All Texas public postsecondary institutions eligible for the Perkins Basic Grant may submit Pre-Proposals for Competitions 1, 2 and 3. THECB staff will review the Pre-Proposals and notify those invited to submit an Application. Institutions currently holding a Perkins State Leadership Grant are eligible to submit applications for Competition 4.

3.2 NUMBER OF SUBMISSIONS BY APPLICANTS

There is no limit to the number of Pre-Proposals that may be submitted for Competitions 1, 2 and 3. Upon receiving an invitation to submit an Application, an Applicant must submit one Application per accepted Pre-Proposal.

4 APPLICATION PROCESS

The Application process for Competitions 1, 2 and 3 requires successful completion of two separate steps: Pre-Proposal and, if invited, an Application. Competition 4 requires an emailed notice of intent and the submission of an Application.

4.1 STEP ONE: PRE-PROPOSAL

Applicants for Competitions 1, 2 and 3 must submit a Pre-Proposal electronically to THECB staff. Instructions for completing a Pre-Proposal are detailed in Section 5 of this RFA. Once submitted, THECB staff will send an electronic notification to the Applicant indicating that the Pre-Proposal has been received. If notification is not received, it is the submitting party's

responsibility to contact the Point of Contact to investigate the submission.

The Pre-Proposals will be reviewed and evaluated by the THECB staff review team. The review team will evaluate each Pre-Proposal for adherence to the established priorities and potential merit. A Pre-Proposal 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 a Pre-Proposal. Once the staff evaluation is completed, invitations to submit an Application will be sent electronically on or before June 12, 2020.

4.2 STEP TWO: APPLICATION

Applications must be completed and submitted using the online portal. Applications are due to the THECB on or before the close of business July 10, 2020. Each Application will be assigned a unique number and a secure password. The Application number and password are necessary to complete the online Application. All criteria requested must be included in order 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 by the THECB staff review team. Submitting an Application does not guarantee the Application will be selected for funding. Perkins State Leadership Grants are awarded through a competitive process. Selection of Application(s) is based on merit and availability of funds.

The Applicant(s) selected for funding will undergo discussions with THECB staff to finalize expectations, budget, timelines, and deliverables. THECB Board 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 of time, discussions will be terminated and THECB staff may begin discussions with the next highest-ranking Applicant.

5 PRE-PROPOSAL INSTRUCTIONS

All Applicants interested in Competitions 1, 2 and 3 shall notify the THECB of their intent to respond to this RFA by completing a Pre-Proposal located at http://www.thecb.state.tx.us/perkins/leadership, on or before close of business May 29, 2020.

The Pre-Proposal is a one-time submission and will include sections of text. The Perkins Portal system does not have grammar and spell check capabilities. Therefore, prior to submitting the Pre-Proposal, an Applicant should review the document for errors, using Spellcheck or similar software, and save the document in a Word or similar type file. Additionally, the Portal system does not preserve word processor double-spacing. An applicant must ensure retention of paragraphing by entering **two hard returns** for each paragraph in a Word or similar file type. Once the text is completed, copy and paste it into the appropriate sections of the online form and submit. THECB staff will respond with an electronic notification of receipt. Hard copy, fax, or email submissions will not be considered or reviewed.

A Pre-Proposal MUST include the following items:

- Project Title
- Competition Category

- Eligible Institution Name (If institution has multiple campuses, indicate which campus, if applicable.)
- Project Director and Institutional Contact
- Project Summary
- Budget Narrative
- Dissemination and Implementation Plan

5.1 PROJECT TITLE

The project title is limited to 75 characters. **5.2 COMPETITION CATEGORY**

Select either Competition 1, Competition 2 or Competition 3 as listed in Section 10.2 of this RFA.

5.3 ELIGIBLE INSTITUTION NAME

Provide the name of the Eligible Institution that will be responsible for administering the project if selected for an Award.

5.4 PROJECT DIRECTOR and INSTITUTIONAL CONTACT

Provide the Project Director and Institutional Contact who will serve as the lead contact for all information related to the Pre-Proposal and subsequent Application. Multi-campus districts should provide the name of the District Perkins contact as Institutional Contact.

5.5 PROJECT SUMMARY

Provide a description of:

- The overall approach or project design,
- Proposed partnerships,
- Specific required and permissible uses (Appendix A of this RFA),
- Goals and objectives, and
- Desired outcomes of the project.

The project summary must identify how goals and objectives will meet at least one of the required statewide uses of funds and one or more of the permissible uses for State Leadership Grant funds under Perkins V (Appendix A of this RFA), as well as the goals and objectives of the Texas 60x30TX Higher Education Plan.

The project summary is limited to one page.

5.6 BUDGET NARRATIVE

Provide a budget narrative detailing each major budget line item, as applicable, for the proposed budget. The budget categories are:

- Salaries and Fringe Benefits
- Travel
- Capital Expenditures and Equipment
- Consultant Fees
- Sub-grants and Subcontracts
- Operating Expenses, Services, and Books
- Administration/Indirect

The proposed budget should reflect the practice of cost efficiencies.

5.7 DISSEMINATION AND IMPLEMENTATION PLAN

Describe how the proposed project outcomes and/or products would have a statewide impact and/or a multi-regional or regional impact that directly supports the goals of 60x30TX. Include a description of how the project would be disseminated and initial considerations of sustaining the project beyond the period of funding. Consult Appendix D Reporting Requirements, Sections C and D, for the minimum required dissemination activities.

6 APPLICATION INSTRUCTIONS

Invited Applicants from Competitions 1, 2 and 3 must follow the instructions below. Institutions eligible to apply for Competition 4 for existing grant holders shall notify the Point of Contact by email no later than May 29, 2020, of their intention to apply. All Applicants for all competitions shall:

1) Submit a completed Application before 5:00 PM C.T., July 10, 2020, using the online Perkins portal at http://www.thecb.state.tx.us/Perkins/Leadership. Entry into the online Perkins portal requires an assigned Application number and secure password. Application numbers and secure passwords will be emailed from THECB staff with the invitation to submit an Application for Competitions 1, 2 and 3 and by the Point of Contact for Applicants for Competition 4.

2) Submit an electronic copy of the Application Cover Page with signatures and the Certification Regarding Lobbying (Appendix C). The Application Cover Page and the Certification Regarding Lobbying must be emailed to the THECB at Perkins@thecb.state.tx.us, on or before July 17, 2020 5:00 PM C.T.

Late Applications will not be accepted.

7 INQUIRIES

The Applicant shall direct all inquiries via email to the Point of Contact by 5:00 PM C.T., on or before June 26, 2020. The Applicant shall not discuss an Application with another THECB employee unless authorized by the Point of Contact.

All responses from the Point of Contact shall be in writing to 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, shall be sent in the form of an addendum to the RFA to all Eligible Applicants.

8 PROGRAM PURPOSE AND AUTHORITY

8.1 PURPOSE OF PROGRAM

The Texas Higher Education Coordinating Board (THECB) requests that Texas public postsecondary institutions submit proposals for consideration of funding for a Perkins State Leadership Grant in state fiscal year 2021 (September 1, 2020, through August 31, 2021). This RFA sets forth qualifications for eligible applicants interested in obtaining a Perkins State Leadership Grant. Each proposed leadership project must apply to one of three (3) competition categories listed in Section 10.2 of this RFA and must support the goals and objectives identified and described in the following documents:

- Perkins V State Plan 2020-2024
- Requirements of the Perkins Act
- 60x30TX Higher Education Plan

8.2 PROGRAM AUTHORITY

Program authority derives from the Carl D. Perkins Career and Technical Education Improvement Act of 2006, 20 USC 2301 et seq., as amended by 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/.

9 PROGRAM DESCRIPTION

The THECB expects to provide Perkins State Leadership Grants to selected Texas public postsecondary two-year institutions that have submitted successful applications. Selection of projects is competitive and will be based on a review and evaluation by THECB staff. Applications with the highest evaluation scores will be selected for funding. Selected projects must adhere to the provisions set forth in this RFA; clearly support the criteria, goals and objectives presented in Section 10 of this RFA; and use funds received to improve career and technical education programs as described in Title I, Section 124 of the Perkins Act. (See Appendix A: Required and Permissible Uses of Funds).

10 PROGRAM COMPONENTS

10.1 GENERAL CRITERIA

All successful applications for a Perkins State Leadership Grant will address criteria one through six. Additionally, all applications related to curriculum development or redesign (programs, courses, modules) must address criterion seven.

1) All projects should seek to contribute to the overall advancement of career and technical education in Texas and its regions, as opposed to projects that benefit a single institution.

2) All projects should focus on improving student credential completion in CTE in one or more Texas Career clusters.

3) Projects should seek to incorporate CTE access and equity for underrepresented gender groups and students with unique or special circumstances (Perkins defined "special populations") by supporting preparation for non-traditional fields, programs for students with unique or special circumstances and other activities that will reduce disparities or performance gaps.

4) Projects should seek to establish partnerships with educational agencies, institutions of higher education, adult education providers, workforce development boards, business and industry, and other intermediaries relevant to a proposed project.

5) Projects may seek to build upon formerly funded projects and programs or propose innovation that does not duplicate previous projects and programs.

6) All projects should include a sustainability plan and budget that demonstrate commitment to continuing the project's activities and deliverables after Perkins funding ends.

7) All projects related to curriculum development or redesign must indicate adherence

with applicable sections of the Guidelines for Instructional Programs in Workforce Education (GIPWE) and the Workforce Education Course Manual (WECM).

10.2 2020-2021 GRANT COMPETITIONS

In addition to addressing the criteria above, applicants for the 2020-2021 Perkins State Leadership Grants must propose projects that fulfill the goals and objectives of one of the four grant competitions specified below.

10.2.1 Competition 1: Advancing 60x30TX through Credential Completion

THECB intends to award CTE Credential Completion grants for up to a twenty-four-month period. The awards for this competition will be in the $150,000 to $200,000 range.

Credential completion is one of the goals supporting 60x30TX's overarching goal of 60 percent of 25 to 34-year-olds in Texas holding a credential or degree by 2030, resulting in a globally competitive workforce. The 60x30TX completion target is 550,000 awards statewide by 2030 from two- and four-year institutions in Texas. Interim completion benchmarks are 376,000 awards by 2020 and 455,000 awards by 2025. In AY 2018 the number of awards was a little over 341,000; certificates and associate degrees accounted for around 42% of those awards.

Goal: The goal of this competition is to advance 60x30TX by improving CTE postsecondary credential completion.

Description: Awards will be made to projects that seek to smooth and better articulate credential completion pathways for students in high-wage, high-demand CTE fields. The Texas State Plan for Perkins V defines high wages as $35,339 or higher. The Plan defines high demand as having greater than 17 percent annual growth. Pathways are defined as including classroom instruction, internships, apprenticeships, and certification/licensure, all of which can lead to postsecondary credentials (certificates/associates degrees).

State and regional labor market data and input from employers serving as consulting partners should determine high-wage, high-demand CTE fields. Projects must be conceived and implemented on a statewide, regional or multi-regional basis. Projects are also expected to incorporate the communication of marketable skills information to students and employers and the benefits to students of cost efficiencies associated with on-track credential completion.

Eligibility: All Perkins eligible postsecondary institutions located in Texas. Pre-Proposals are required for the first round of award consideration for this competition. THECB will request applications from those selected to compete in the final round of the competition.

Evaluation: Successful proposals will adhere to the criteria listed in Section 10.1 of this RFA, reflect one or more of the statewide required uses detailed in Appendix A, and specify which permissible uses described in Appendix A are addressed by the project.

Projects will be judged on the soundness of their rationale and design, including plans for evaluation and dissemination and the number of postsecondary institutions and students potentially impacted. Projects with intentional alignment or integration with existing and emerging regional efforts in Texas, including the THECB's 60x30TX regional networks, will be given particular consideration.

10.2.2 Competition 2: Access and Equity

THECB intends to award Access and Equity grants for up to a twenty-four-month period. The awards for this competition will be in the $150,000 to $200,000 range. The grants will be in service to the priority and importance that Perkins V places on access and equity to CTE for students with unique or special circumstances ("special populations" as defined by Perkins V).

Goal: The goal of this competition is to advance innovative approaches the recruitment of CTE among students with unique or special circumstances and the mitigation of barriers to access for those students.

Description: Awards will be made to projects that design programs and initiatives specifically for students with unique or special circumstances, defined as Perkins V's nine categories of 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).

These efforts should support students' access to and success in pursuit of high-wage, high-demand CTE occupations. The Texas State Plan for Perkins V defines high wages as $35,339 or higher. The Plan defines high demand as having greater than 17 percent annual growth.

Projects should be designed to make significant, scalable impact on the recruitment and support of students with unique or special circumstances. All projects must be conceived and implemented on a statewide, regional or multi-regional basis. Projects are also expected to incorporate the communication of marketable skills information to students and employers and the benefits to students of cost efficiencies associated with on-track credential completion.

Eligibility: All Perkins eligible postsecondary institutions located in Texas. Pre-Proposals are required for the first round of award consideration for this competition. THECB will

request applications from those selected to compete in the final round of the competition.

Evaluation: Successful proposals will adhere to the criteria listed in Section 10.1 of this RFA, reflect one or more of the statewide required uses detailed in Appendix A, and specify which permissible uses described in Appendix A are addressed by the project. Projects will be judged on the soundness of their rationale and design, including plans for evaluation and dissemination and the number of postsecondary institutions and students potentially impacted.

10.2.3 Competition 3: Field-based Innovation

THECB intends to award Field-Based Innovation grants of up to $175,000 per award for up to a twenty-four-month period. Institutions are requested to propose creative projects that incorporate at least one of the statewide required uses and one or more permissible uses of Perkins Leadership Funds as detailed in Appendix A of this document.

Goal: The goal of this competition is to encourage the conception, design and execution of creative, field-originated projects by institutions that will contribute to the overall advancement of CTE in Texas and its regions.

Description: THECB seeks projects that reflect institutional and regional priorities and insights gained through experience, data analysis, and examination of the research literature. In the spirit of supporting inquiry and activity originating from the field, projects may focus on any aspect of the permissible uses described in Appendix A of this RFA.

Eligibility: All Perkins eligible postsecondary institutions located in Texas. Pre-Proposals are required for the first round of award consideration for this competition. THECB will request final proposals from selected applicants.

Evaluation: Successful proposals will adhere to the criteria listed in Section 10.1 of this RFA, incorporate one or more of the statewide required use of funds detailed in Appendix A and specify which permissible uses described in Appendix A are addressed by the project.

Proposed projects will be judged on the soundness of the rationale for and design of the project, including evaluation and dissemination; the degree of innovation displayed; and alignment with the goals of 60x30TX.

10.2.3.1 Non-traditional Award

Reflecting the emphasis placed on the preparation for -non-traditional fields in current and emerging professions in Perkins V, THECB will provide a single award for a Non-traditional Innovation Project at $45,000 for twelve months. The proposal selected for this category of award will develop or improve programs specifically supporting the success of underrepresented gender groups in established and emerging professions in high-skills/high-wage CTE programs. Applications for new Non-traditional projects will be evaluated with Non-traditional continuation applications should a Non-traditional continuation proposal be received in any given year.

10.2.4 Competition 4: Funding for Existing Perkins Leadership Grants

THECB invites FY 2019 Perkins Leadership Grantees to apply for continuing support for their existing Leadership project. Awards will be made for up to $175,000 per award for a period of twelve months.

Goal: The goal of this competition is to provide an additional cycle of support for 2020 Leadership Grant projects to assist transition to a completion point or a sustainability plan.

Description: This grant is designed to provide institutions the opportunity to complete a subsequent or final phase of project work or to launch a project sustainability plan as described in Criterion 6 of Section 10.1 of this RFA.

Eligibility: Postsecondary public two-year institutions that received Perkins Leadership Grants during the 2019-2020 Perkins grant year. Pre-Proposals are not required for this competition.

Evaluation: Successful proposals will adhere to the criteria listed in Section 10.1 of this RFA, reflect one or more of the statewide required use of funds detailed in Appendix A and specify which permissible uses described in Appendix A are addressed by the project.

Proposed projects will also be judged on the strength of their justification for continuing with this phase of the work, including the soundness of the budget submission, the effectiveness of evaluation of project activities, and the strength of plans to actively disseminate deliverables.

11 APPLICATION CONTENT

11.1 APPLICATION COVER PAGE (Appendix B)

Applicants must enter all information requested. The Application Cover Page must bear signatures from the Applicant's representative who is authorized to bind the Applicant. An electronic copy of the Application Cover Page must be submitted via email to Perkins@thecb.state.tx.us on or before the deadline, which is July 17, 2020, 5:00 PM C.T.

The signatures on the Application Cover Page signify an Applicant's compliance with all Grant provisions laid forth in this RFA.

11.2 PROJECT SUMMARY

The summary highlights key points of the proposed project (not to exceed one page). The summary must include (a) the purpose, (b) methodology, and (c) products/outcomes of the project.

11.3 PROJECT SCOPE

All Applications must provide an explanation of how the project satisfies the criteria for funding listed in Section 10.1, the goals and objectives detailed in the Competition selected as described in Section 10.2, and the applicable required and permissible Perkins State Leadership Grant uses of funds described in Appendix A (Required and Permissible Uses of Funds).

11.4 PROJECT ACTIVITIES AND EVALUATION PLAN

Successful Applications will detail the activities and related pursuits of the project, including

a proposed timeline for the award period. The evaluation plan of each State Leadership Grant shall be based on the project's goals and objectives. Along with a summary of the evaluation design and how it will be executed, the Applicant shall include a list of deliverables and describe how the statewide, multi-regional, or regional impact of those deliverables will be measured.

11.5 OUTCOMES, IMPLEMENTATION AND DISSEMINATION

Successful Applications will identify student-/project-related outcome(s) and/or deliverable(s), discuss their implementation, and describe how the results/products will be disseminated among and beyond project partnerships, particularly online. Applicants shall outline incentives, strategies, or techniques that will be used to make grant deliverables available to other institutions and regions in Texas. Grantees are asked to make project deliverables available online by the end of the project period. Consult Appendix D Reporting Requirements, Sections C and D, for the minimum required dissemination activities.

11.6 PROJECT STAFF

Successful Applications will identify each project staff member by title/position and provide a brief description of duties pertaining to the project.

11.7 PARTNERSHIPS

As this project must have a statewide impact or multi-regional/regional impact that specifically supports the goals of 60x30TX, Applications shall include all participating partners for the proposed project, including each partner's contact person and contact information.

11.8 SUSTAINABILITY

Successful Applications will provide a plausible sustainability plan, including a potential budget, for continuation of and support for the project and/or deliverables beyond the grant period.

11.9 BUDGET

All costs/expenses must be clearly linked to the accomplishment of proposed activities. All expenses must fall within the federal funding period of September 1, 2020, through August 31, 2021, or September 1, 2020, through August 31, 2022, depending on the competition applied for. All expenditures must meet 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 the Required and Permissible Uses of Funds (Appendix A), Perkins Grant Cost Guidelines (Appendix G), and Supplementing Versus Supplanting principles (Appendix F). Requirements for budget line items are provided below.

11.9.1 Schedule A: Salaries and Fringe Benefits.

Include salaries projected for staff employed by the grant. The Applicant shall 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 shall 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 Perkins Leadership Grant activities and programs.

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

I. Activity	II. Title/Position	III. % of Time on Project	IV. Amount
	Project Manager (FT) to coordinate project activities and deliverables.	20 %	$10,500

The Awarded Applicant shall require persons paid by the Grant (with the exception of tutors and lab assistants paid wholly from Perkins funds, who may document work through hourly time sheets) to keep Time and Effort Records or Certification Statements. See additional information in Section 13.29 of this RFA.

11.9.2 Schedule B: Travel.

Schedule B shall identify in-state and out-of-state travel that is directly related to Perkins Leadership Grant activities. Additional information about allowable and unallowable travel and travel costs is included in Appendix G (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 once during the grant period to make a presentation on grant activities to THECB staff and other State Leadership grantees on a date determined by THECB staff. 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.

The Applicant may not request travel for executive officers (including the president, vice presidents and deans) or administrative support staff who may directly or indirectly work on Perkins Leadership Grant activities and programs.

Line Item Entry Format: The campus (if applicable), position(s) of the traveler(s), the 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.

I. Activity	II. Title/Position	III. Purpose	IV. Amount
	Project Manager	TACTE Conference to present project information. Spring 2021, Austin.	$960

The Awarded Applicant shall:

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 the 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 of Accounts or the Awarded Applicant's rate, whichever is more stringent.

11.9.3 Schedule C: Capital Expenditures and Equipment.

Schedule C shall identify capital items, as defined by federal cost policy (tangible property having an initial acquisition price of more than $5,000 per unit and a useful life of more than one year) or by the applicant's local policy, whichever is more stringent. Using the same criteria, computing devices shall be categorized under Schedule C or Schedule F based on the initial unit acquisition price. Items should be requested only when they are necessary to accomplish specific objectives of Perkins Act.

Applicants with more stringent equipment capitalization policy than the federal cost policy shall email Perkins@thecb.state.tx.us upon submission of the Application. Email notification shall include the cost threshold, useful life, and other relevant criteria of the Applicant's local capitalization policy.

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

I. Activity	II. Description	III. Amount
	Server for participant and student collected data and project management.	$10,000

The Awarded Applicant shall maintain policies, procedures, and practices consistent with 2 CFR §200.313, including but not limited to the following:

1) A control system to ensure adequate safeguards against loss, damage, or theft of equipment;

2) Purchasing, inventorying, and labeling of capital equipment;

3) Permanent labeling or etching of all equipment with a unique number recorded in the institution's inventory system, which shall record all information required by the CFR;

4) Holding title to capital items (furniture and/or equipment) for the Grant Period; and

5) Ensuring that CTE programs and students have preemptive priority in the use of capital outlay/equipment and other inventoried items purchased with Perkins Grant funds. Any other use of these items shall 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.

11.9.4 Schedule D: Consultant and Service Contracts.

Schedule D shall 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 shall not request consultant or contract fees for any services that can be provided by employees of the Applicant, and consultants paid with Perkins Leadership Grant funds shall not derive any portion of their regular salary from other Perkins Act sources. An employee of the Applicant shall 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 shall not include vendor contracts, which belong under Schedule F: Operating Expenses, Services, Books, and Supplies.

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

I. Activity	II. Individual or Firm	III. Purpose	IV. Amount
	We-Web Design	Design project website for student engagement and statewide dissemination of information.	$5,000

The Awarded Applicant shall:

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, when using a subcontract, 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 11 of this RFA for more information on suspension, debarment, and certification and 2 CFR §200.212);

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).

11.9.5 Schedule E: Sub-grants and Subcontracts.

Schedule E shall identify grants and contracts with other entities to carry out a portion of the Applicant's responsibility under the Perkins Leadership Grant.

Line Item Entry Format: The campus (if applicable), the name of the sub-grantee or subcontractor, a description of and justification for the services provided, and the total cost of those services.

I. Activity	II. Recipient	III. Purpose	IV. Amount
	Bluebonnet College	Participant institution for project pilot assessment and deliverable.	$7,500

The Awarded Applicant shall:

1) Conduct all procurement 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 when using a subcontract and should 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 contractor 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.

11.9.6 Schedule F: Operating Expenses, Services, and Books.

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

Line Item Entry Format: The campus (if applicable), a description of and justification for

the item, the unit cost of the item if more than one unit would be purchased, and the total cost.

I. Activity	II. Description	III. Amount
	Web cams (2@$400) for related project presentation and activities.	$800

The Awarded Applicant shall 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 shall 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 shall provide a cost breakout for supplies, consumables, and outreach materials costing $5,000 or more.

11.9.7 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 shall 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 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.	$6,152

11.10 CERTIFICATIONS AND DISCLOSURES (Appendices C and D)

Certification Regarding Lobbying, Disclosure of Lobbying Activities, and Certification of Federal Funding Accountability and Transparency (FFATA) shall be completed and returned with a signature from the Applicant's representative who is authorized to bind the Applicant. The Form must be emailed to Perkins@thecb.state.tx.us, on or before the deadline of July 17, 2020, 5:00 PM C.T.

12 SELECTION CRITERIA / APPLICATION EVALUATION

Both Pre-Proposal and Application evaluation processes include evaluation criteria to objectively determine and fund those projects that are most likely to support the goals and objectives of Perkins V and the 60x30TX.

12.1 PRE-PROPOSAL EVALUATION CRITERIA

Pre-Proposals for Competitions 1 and 2 will be reviewed by THECB staff for completeness as described in Section 5 of this RFA, as well as the following criteria:

- Adherence to the general criteria for all grants (Section 10.1);
- Fit with the goals and objectives of the selected Competition (Section 10.2);
- Reference to required and permissible uses for the grant (Section 5.5; Appendix A);
- Evidence of partnerships (Section 5.5; Section 11.5);
- Potential state, multi-regional or regional impact (Section 5.7; Section 11.7); and
- The appropriateness of the budget for activities proposed (Section 5.6; Section 11.9).

Those selected will be invited to submit an Application for their project.

12.2 APPLICATION EVALUATION CRITERIA

A team of THECB reviewers will independently evaluate each invited Application using the criteria below. Applications with the highest scores will be considered for funding.

Project Intent and Need	25%
Potential for Impact and Replication	25%
Project Design	20%
Sustainability	10%
Partnerships	5%
Key Staff	5%
Budget	5%
Competition Specific Criteria	5%

Competition 1: Alignment or integration with existing initiatives

Competition 2: Focus on special populations specifically

Competition 3: Innovation is clearly explained

Competition 4: Justification for continuation

Applications with the highest scores will be considered for funding.

13 PROVISIONS AND ASSURANCES

13.1 COST OF APPLICATION PREPARATION

All costs associated with the preparation and submissions 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.

13.2 APPLICATION DELIVERY AND LATE APPLICATIONS

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

13.2.2 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.

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.

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.

DISCLOSURE OF INTERESTED PARTIES

The THECB may not execute a contract/grant requiring approval of the Board Chair, Vice Chair, and Committee Chair until the Business Entity has presented a certificate disclosing interested parties. "Business Entity" is defined as an entity (other than a governmental entity or state agency) through which business is conducted, regardless of whether the entity is for-profit or nonprofit. The Texas Ethics Commission (TEC) has an online portal for vendors/grantees. Vendors/Grantees will need to create a username and password to complete the "Certificate of Interested Parties" form. After the form has been completed, print and sign before sending a final copy to the THECB at Contracts@THECB.state.tx.us. The TEC portal link can be found at:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

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.

13.4 GRANT AWARD

13.4.1 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.

13.4.2 Upon issuance of a Contract 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."

13.5 PAYMENT TERMS

13.5.1 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.

13.5.2 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 electronically on form CB 100, which is available through the Perkins Grants Web Applications portal, any time during the project period but shall be submitted at least quarterly.

13.5.3 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.

13.5.4 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.

13.6 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.

13.7 RELEASE OF INFORMATION BY AWARDED APPLICANT

13.7.1 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.

13.7.2 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 Leadership 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.

13.7.2.1 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.

13.7.2.2 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.

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

13.8 RELEASE OF APPLICATION INFORMATION BY THE THECB

13.8.1 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.

13.8.2 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.

13.8.3 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.

13.8.4 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.

13.9 NONCOMPLIANCE

As consistent with applicable law (e.g., 2 CFR §200.338-342), 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.

13.10 AMENDMENT AND TERMINATION

13.10.1 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 E, 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.

13.10.2 The THECB's Right to Termination. As consistent with applicable law (e.g., 2 CFR §200.338- 342), 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.

13.10.3 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.

13.10.4 Effect of Termination. As consistent with applicable law (e.g., 2 CFR §200.338-342), 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.

13.10.5 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.

13.11 NOTICE

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

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

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

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

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.

13.12 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.

13.13 LIABILITY AND INDEMNIFICATION

13.13.1 LIABILITY

13.13.1.1 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.

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

13.13.1.3 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.

13.13.2 INDEMNIFICATION

(THIS SECTION DOES NOT APPLY TO STATE AGENCIES)

13.13.2.1 Acts or Omissions. Grantee shall indemnify and hold harmless the State of Texas and THECB AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from, any acts or omissions of the Grantee or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in execution or performance of the Agreement. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND THE GRANTEE MAY NOT AGREE 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.

13.13.2.2 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.

13.13.2.3 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 OFUNEMPLOYMENT 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.

13.14 INSURANCE

(THIS SECTION DOES NOT APPLY TO STATE AGENCIES)

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

Standard Workers Compensation Insurance in accordance with the following statutory limits

covering all personnel who will provide work under this Agreement: Employers Liability: Each Accident

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

Commercial General Liability:

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

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

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.

13.15 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.

13.16 CONFLICTING RFA LANGUAGE

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

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.

13.17 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.

13.18 AUDIT AND ACCESS TO RECORDS

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

13.18.2 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.

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

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

13.19 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.

13.20 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).

13.21 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 http://reportcenter.thecb.state.tx.us/agency-publication/blank-forms-templates/aqw-inventory-disposition-request-form/).

13.22 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.

13.23 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 D for specific reporting requirements.

13.24 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 sub recipient not specifically excluded by state or federal law. All applicable conditions and uniform assurances can be found in the Uniform Grant Management Standards at http://comptroller.texas.gov/procurement/catrad/ugms.pdf

13.25 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.

13.26 ADDITIONAL GRANTEE RESPONSIBILITIES

Grantee shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of this Grant Award/Agreement, including applicable workers compensation laws, compensation statutes and regulations, and licensing laws and regulations. When requested to do so by THECB, Grantee shall furnish THECB with satisfactory proof of its compliance. Grantee shall be responsible for damage to THECB's equipment, and/or the workplace and its contents, by its, or its subcontractors' work, negligence in work, personnel, and equipment. Grantee shall be responsible and liable for the safety and health of its employees and contractors while they are performing work for THECB under this Grant Award/Agreement. Grantee shall provide all labor and equipment

necessary to furnish the deliverables or perform the Services. All employees of Grantee shall be a minimum of 18 years of age and experienced in the type of work to be performed. Grantee shall permit no visitors or relatives of Grantee's employees and contractors on THECB's property unless they also are bona fide employees or subcontractors of Grantee.

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

13.27 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.

13.28 DECEPTIVE TRADE PRACTICES; UNFAIR BUSINESS PRACTICES

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

13.29 EXCLUDED PARTIES

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

13.30 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.

13.31 NO COMMISSIONS

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

13.32 APPLICABLE TAXES

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

13.33 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/.

13.34 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.

13.35 SUBSTITUTIONS

Substitutions are not permitted without the written approval of THECB.

13.26 CONTRACTING INFORMATION RESPONSIBILITIES

(APPLICABLE FOR CONTRACTS $1 MILLION AND ABOVE)

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

13.37 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.

13.38 DISASTER RECOVERY PLAN

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

13.39 APPLICANT RESPONSIBILITIES

Applicant 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 the Grant, including, if applicable, worker's 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 10.9, Section 10.10, Section 10.11, Section 11, Appendix C (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 the THECB, Applicant shall furnish the THECB with satisfactory proof of its compliance.

13.40 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 E, 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.

13.41 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.

13.42 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 F.

13.43 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.

13.44 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).

13.45 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.

13.46 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 §200.338-342) 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.

13.47 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.)

13.48 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.

13.49 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.

13.50 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.

13.51 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.

13.52 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.

13.53 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.

13.54 HUMAN TRAFFICKING PROHIBITION

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

13.55 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.

13.56 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.

14 SPECIAL CONTRACT PROVISIONS AND ASSURANCES

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

14.1 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

14.2 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.

14.3 REGISTRATION FEES

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

14.4 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.

14.5 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.

14.6 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

14.7 UNFAIR BUSINESS PRACTICES

By submitting an Application for this RFA, Awarded Applicant, if other than a state agency, certifies that Awarded Applicant, within the preceding 12 months, has not been found guilty, in a judicial or state agency administrative proceeding, of unfair business practices. Awarded Applicant, if other than a state agency, also certifies that no officer of its company has, within the preceding 12 months, served as an officer in another company which has been found, in a judicial or state agency administrative proceeding, to be guilty of unfair business practices.

Awarded Applicant, whether a state agency or not a state agency, 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.

14.8 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).

14.9 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.

14.10 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 sub-grantees 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, 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, 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) 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.

14.11 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.

14.12 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: Contractor 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: Contractor 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)].

15 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.

15.1 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.

15.2 TERMS

15.2.1 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.

15.2.2 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.

15.2.3 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.

15.2.4 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.

15.2.5 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 15.3) without modification, in all lower tier

covered transactions and in all solicitations for lower tier covered transactions.

15.2.6 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.

15.2.7 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.

15.2.8 Except for transactions authorized under paragraph 15.2.5 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.

15.3 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.

16 LOBBYING CERTIFICATES

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 C) and the FFATA Certification (Appendix D) with the Application Cover Page.

APPENDIX A: REQUIRED AND PERMISSIBLE USES OF FUNDS

Each eligible recipient that receives funds under Section 124 of 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, SEC. 124 [20 U.S.C. 2344] State Leadership Activities must use such funds to improve career and technical education programs in alignment with the required and permissible uses of State Leadership funds detailed below. State agencies administering Perkins V are responsible for promoting required uses and tracking how funds are utilized for those purposes. Applicants should reference one or more required uses and one or more permissible uses in the Pre-Proposals and Applications.

Required Uses

Funds made available to eligible recipients must be used to support career and technical education programs reflecting the following required uses:

Required Use (A): support for preparation for non-traditional fields in current and emerging professions, programs for special populations, and other activities that expose students, including special populations, to high-skill, high-wage, and in-demand occupations;

Required Use (B): support for individuals in State institutions, such as State correctional institutions, including juvenile justice facilities, and educational institutions that serve individuals with disabilities;

Required Use (C): support for recruiting, preparing, or retaining career and technical education teachers, faculty, specialized instructional support personnel, or paraprofessionals, such as preservice, professional development, or leadership development programs;

Required Use (D): support for technical assistance for eligible recipients.

Permissible Uses of Funds

State leadership grant applications may include:

Permissible Use 1: developing statewide programs of study, which may include standards, curriculum, and course development, and career exploration, guidance, and advisement activities and resources;

Permissible Use 2: approving locally developed programs of study that meet the requirements established in section 122(d)(4)(B) of Perkins V;

Permissible Use 3: establishing statewide articulation agreements aligned to approved programs of study;

Permissible Use 4: establishing statewide industry or sector partnerships among local educational agencies, institutions of higher education, adult education providers, Indian Tribes and Tribal organizations that may be present in the State, employers, including small businesses, and parents, as appropriate to-- (A) develop and implement programs of study aligned to State and local economic and education needs, including, as appropriate, in-demand industry sectors and occupations; (B) facilitate the establishment, expansion, and integration of opportunities for students at the secondary level to— (i) successfully complete coursework that integrates rigorous and challenging technical and academic instruction aligned with the challenging State academic standards adopted by the State under section

1111(b)(1) of the Elementary and Secondary Education Act of 1965; and (ii) earn a recognized postsecondary credential or credit toward a recognized postsecondary credential, which may be earned through a dual or concurrent enrollment program or early college high school, at no cost to the student or the student's family; and (C) facilitate work-based learning opportunities (including internships, externships, and simulated work environments) into programs of study;

Permissible Use 5: for teachers, faculty, specialized instructional support personnel, and paraprofessionals providing career and technical education instruction, support services, and specialized instructional support services, high-quality comprehensive professional development that is, to the extent practicable, grounded in evidence-based research (to the extent a State determines that such evidence is reasonably available) that identifies the most effective educator professional development process and is coordinated and aligned with other professional development activities carried out by the State (including under title II of the Elementary and Secondary Education Act of 1965 and title II of the Higher Education Act of 1965), including programming that— (A) promotes the integration of the challenging State academic standards adopted by the State under section 1111(b)(1) of the Elementary and Secondary Education Act of 1965 and relevant technical knowledge and skills, including programming jointly delivered to academic and career and technical education teachers; (B) prepares career and technical education teachers, faculty, specialized instructional support personnel, and paraprofessionals to provide appropriate accommodations for students who are members of special populations, including through the use of principles of universal design for learning, multi-tier systems of supports, and positive behavioral interventions and support; and (C) increases the ability of teachers, faculty, specialized instructional support personnel, and paraprofessionals providing career and technical education instruction to stay current with industry standards and earn an industry-recognized credential or license, as appropriate, including by assisting those with relevant industry experience in obtaining State teacher licensure or credential requirements;

Permissible Use 6: supporting eligible recipients in eliminating inequities in student access to— (A) high-quality programs of study that provide skill development; and (B) effective teachers, faculty, specialized instructional support personnel, and paraprofessionals;

Permissible Use 7: awarding incentive grants to eligible recipients— (A) for exemplary performance in carrying out programs under this Act, which awards shall be based on— (i) eligible recipients exceeding the local level of performance on a core indicator of performance established under section 113(b)(4)(A) in a manner that reflects sustained or significant improvement; (ii) eligible recipients effectively developing connections between secondary education and postsecondary education and training; (iii) the integration of academic and technical standards; (iv) eligible recipients' progress in closing achievement gaps among subpopulations who participate in programs of study; or (v) other factors relating to the performance of eligible recipients under this Act as the eligible agency determines are appropriate; or (B) if an eligible recipient elects to use funds as permitted under section 135(c);

Permissible Use 8: providing support for— (A) the adoption and integration of recognized postsecondary credentials and work-based learning into programs of study, and for increasing data collection associated with recognized postsecondary credentials and employment outcomes; or (B) consultation and coordination with other State agencies for the identification and examination of licenses or certifications that— (i) pose an

unwarranted barrier to entry into the workforce for career and technical education students; and (ii) do not protect the health, safety, or welfare of consumers;

Permissible Use 9: the creation, implementation, and support of pay for success initiatives leading to a recognized postsecondary credential;

Permissible Use 10: support for career and technical education programs for adults and out-of-school youth concurrent with their completion of their secondary school education in a school or other educational setting;

Permissible Use 11: the creation, evaluation, and support of competency-based curricula;

Permissible Use 12: support for the development, implementation, and expansion of programs of study or career pathways in areas declared to be in a state of emergency under section 501 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5191);

Permissible Use 13: partnering with qualified intermediaries to improve training, the development of public-private partnerships, systems development, capacity-building, and scalability of the delivery of high-quality career and technical education;

Permissible Use 14: improvement of career guidance and academic counseling programs that assist students in making informed academic and career and technical education decisions, including academic and financial aid counseling;

Permissible Use 15: support for the integration of employability skills into career and technical education programs and programs of study;

Permissible Use 16: support for programs and activities that increase access, student engagement, and success in science, technology, engineering, and mathematics fields (including computer science, coding, and architecture), support for the integration of arts and design skills, and support for hands-on learning, particularly for students who are members of groups underrepresented in such subject fields, such as female students, minority students, and students who are members of special populations;

Permissible Use 17: support for career and technical student organizations, especially with respect to efforts to increase the participation of students in nontraditional fields and students who are members of special populations;

Permissible Use 18: support for establishing and expanding work-based learning opportunities that are aligned to career and technical education programs and programs of study;

Permissible Use 19: integrating and aligning programs of study and career pathways;

Permissible Use 20: supporting the use of career and technical education programs and programs of study aligned with State, regional, or local high-skill, high-wage, or in-demand industry sectors or occupations identified by the State workforce development board described in section 101 of the Workforce Innovation and Opportunity Act (29 U.S.C. 3111) or local workforce development boards;

Permissible Use 21: making all forms of instructional content widely available, which may include use of open educational resources;

Permissible Use 22: developing valid and reliable assessments of competencies and technical skills and enhancing data systems to collect and analyze data on secondary and

postsecondary academic and employment outcomes;

Permissible Use 23: support for accelerated learning programs, as described in section 4104(b)(3)(A)(i)(IV) of the Elementary and Secondary Education Act of 1965, in the case of any such program that is part of a career and technical education program of study;

Permissible Use 24: support for career academies to implement a postsecondary education and workforce-ready curriculum at the secondary education level that integrates rigorous academic, technical, and employability contents through career and technical education programs and programs of study that address needs described in the comprehensive needs assessment under section 134(c);

Permissible Use 25: other State leadership activities that improve career and technical education.

APPENDIX B: APPLICATION COVER PAGE

Original Application | Approved

Texas Higher Education Coordinating Board
Carl D. Perkins Grants for Program Year 2020-2021

Application Cover Page

Project Title:
Category: | Classification: | Application Number:

Applicant Institution:

Name:
FICE Code:
Mailing Address:
City, State, Zip:

Project Director:	**Institutional Contact:**
Name:	Name:
Phone:	Phone:
Fax:	Fax:
E-mail:	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 2019-2020. 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 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 herby 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)

1. Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. bid/offer/ application _____ b. initial award c. post-award	**3. Report Type:** a. initial filing _____ b. material change **For material change only:** Year _____ quarter _____ Date of last report_____
4. Name and Address of Reporting Entity: ____ Prime _____ Subawardee Tier_____, if Known: **Congressional District,** *if known*:	**5. If Reporting Entity in No. 4 is Subawardee,** Enter Name and Address of Prime: **Congressional District,** *if known*:	
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____	
8. Federal Action Number, *if known:*	**9. Award Amount**, *if known:* **$**	
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*	
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.	**Signature:** _____ **Print Name:** _____ **Title:** _____ **Telephone No.:** _____ **Date:** _____	
Federal Use Only	**Authorized for Local Reproduction** **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 5th district, CA-012 for California 12th district, NC-103 for North Carolina's 103rd 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 5th district, CA-012 for California 12th district, NC-103 for North Carolina's 103rd 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**
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.
Field Number	**Field Name**	**Required or Optional**	**Information**
	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.

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 will 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 shall submit Quarterly Reports, a Final Report, and a minimum of four Expenditure Reports to the THECB annually for the Grant Period.

All reports shall be submitted via the Perkins Portal at http://www.thecb.state.tx.us/Perkins/Portal.

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 (two hard returns) between each quarter's report. All reports shall appear cumulatively in the final report for Quarter 4.

A. Quarterly Reports and Final Evaluation Reports

The Awarded Applicant shall 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 shall submit the report on the first working day following the holiday or weekend.**

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

Quarter	For Quarter Ending	Report Due Date
1	November 30, 2020	December 31, 2020
2	February 28, 2021	March 31, 2021
3	May 31, 2021	June 30, 2021
4	August 31, 2021	September 30, 2021

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

Quarter	For Quarter Ending	Report Due Date
5	November 30, 2021	December 31, 2021
5	February 28, 2022	March 31, 2022
7	May 31, 2022	June 30, 2022
8	August 31, 2022	September 30, 2022

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 shall submit at least quarterly on the schedule shown below. If a report due date falls on a holiday or weekend, the Awarded Applicant shall submit the report on the first working day following the holiday or weekend.

The final Expenditure Report shall include actual expenditures for the Grant Period. Awarded Applicant will not be reimbursed for any expenditure submitted after October 15, 2022.

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

Quarter	For Quarter Ending	Report Due Date
1	November 30, 2020	December 31, 2019
2	February 28, 2021	March 31, 2021
3	May 31, 2021	June 30, 2021
4	August 31, 2021	September 30, 2021

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

Quarter	For Quarter Ending	Report Due Date
5	November 30, 2021	December 31, 2021
5	February 28, 2022	March 31, 2022
7	May 31, 2022	June 30, 2022
8	August 31, 2022	September 30, 2022

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 shall contact the THECB to notify staff of, or request changes to, the Perkins Leadership Grant. The nature or content of a proposed change shall 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 shall email its assigned Program Director 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.

B. FORMAL AMENDMENT REQUIRED

The Awarded Applicant shall submit a request for a formal amendment to the Grant via the Perkins Portal at http://www.thecb.state.tx.us/Perkins/Portal 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 change 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; or

5. Temporarily or permanently reassigns the person designated as the Perkins Contact, Perkins Fiscal Officer, or Project Director (changes on the Cover Page).

A formal amendment that involves a change to a cost item shall include a justification for the change in the Budget Summary.

Formal Amendments for FY 2021 will not be considered by the THECB Board after July 1, 2021. Formal Amendments for two-year grants in FY 2022 will not be considered after July 1, 2022.

C. INSTRUCTIONS FOR BUDGETARY AMENDMENTS

1. The Perkins Portal system does not allow the deletion of line items within budget schedules. 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:

Cost Category Schedule A: Salaries and Fringe Benefits

I. Activity	II. Title/Position	III. % of Time on Project	IV. Amount
Special Populations	(A2) INCREASE: 3 additional PT interpreters to provide identified CTE special needs students with services. Total for interpreters: $15,000 + $10,000 = $25,000.	100 %	$ 10,000
Special Populations	4 PT Interpreters to provide identified CTE special needs students with services.	100 %	$ 15,000

Cost Category Schedule B: Travel

I. Activity	II. Title/Position	III. Purpose	IV. Amount
Professional Development	(A2) INTD Coordinator	ADD: Interior Design Coordinator, will attend the NEOCON Conference from 11/9- 11/12, 2020 in Chicago, IL to obtain the latest development in designs and eco-designing as can be applied for course program instruction.	$ 2,000
Professional Development	(A1) REMOVE	REMOVE: Nursing Coordinator, attending Texas Nurse Practitioners event in May 2021.	$ -1,000
Professional Development	NRSG Coordinator	Nursing Coordinator, will attend Texas Nursing Educator event in May 2021 to obtain information about program instruction and credentialing requirements.	$ 1,000

Cost Category Schedule C: Capital Outlay/Equipment

I. Activity	II. Description	III. Amount
Instructional Equipment	(A1) REDUCE: Cost savings for Tire Changer purchase for the Automotive Program. Original cost: $10,000. Final cost: $7,000.	$ -3,000

Instructional Equipment	(1) Tire Changer, including related accessories, is needed for classroom instruction, replacement of old equipment, and student use in the Automotive Program.	$ 10,000
	OR	
Instructional Equipment	(A1) REVISE: Cost savings for Tire Changer purchase for the Automotive Program. Original cost: $10,000. Final cost: $7,000.	$ 7,000
Instructional Equipment	(A1) REMOVE: Tire Changer purchase for the Automotive Program due to cost savings.	$ -10,000
Instructional Equipment	Tire Changer, including related accessories, is needed for classroom instruction, replacement of old equipment, and student use in the Automotive Program.	$ 10,000

Cost Category Schedule F: Operating Expenses, Services, Books, and Supplies

I. Activity	II. Description	III. Amount
Upgrade Curriculum	(A2) NEW: Scanners (2) are needed for student use, course instruction, and lab application in the Information Technology Systems Program.	$ 500
Other	(A1) INCREASE: Printed recruitment materials highlighting CTE programs.	$ 2,000
Other	Printed recruitment materials highlighting CTE programs.	$ 2,000

APPENDIX G: SUPPLEMENTING VERSUS SUPPLANTING

Funding provided under the Perkins State Leadership Grant shall **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:

- Field trips for social, entertainment, or recreational purposes
- Field trips that supplant and do not supplement local or state expenditures or activities
- Field trips that are not reasonable in cost or are not necessary to accomplish the objectives of the grant program
- 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 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 shall 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 shall 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://fmx.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
■ Open-enrollment charter schools operated by an institution of higher education (i.e., college or university) ■ Institutions of higher education (IHEs)	eCFR — Code of Federal Regulations