

60x30TX



Texas Higher Education
Coordinating Board

REQUEST FOR APPLICATIONS

College Readiness and Completion Models

2021-2023

781-1-25114

NOTICE OF INTENT DEADLINE (REQUIRED):

5:00 p.m. CST/CDT, August 2, 2021

INQUIRY DEADLINE: 5:00 p.m. CST/CDT, August 2, 2021

APPLICATION DEADLINE: 5:00 p.m. CST/CDT, August 11, 2021

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1. OVERVIEW OF FUNDING OPPORTUNITY

1.1. PROGRAM TITLE

2021 College Readiness and Completion Models (CRCM-2021)

1.2. SYNOPSIS OF PROGRAM

The 2021 College Readiness and Completion Models Program is established to support Texas public institutions of higher education (IHEs) in implementing, enhancing, and scaling evidence-based promising and best practices that impact college readiness and gateway course completion outcomes.

Texas community colleges and universities find themselves in a time of unprecedented challenge and opportunity. Researchers and other stakeholders have noted that students, especially those from African American, Hispanic, and economically disadvantaged populations, are experiencing learning loss and increases in outcomes gaps due to the COVID-19 pandemic. This impact is also noted in students entering postsecondary IHEs through lower assessment scores and other indicators resulting in a significantly greater need for both academic and wrap-around support services for all students, regardless of their Texas Success Initiative (TSI) status. Building on the requirements set forth in House Bill 2223 (HB 2223, 85th Texas Legislature), starting in fall 2021 IHEs must place 100% of certain non-exempt, underprepared students in corequisite models. Moreover, to support the continuously changing learning and delivery methodologies, faculty members, including those in adjunct positions, are expected to upskill and retool their own knowledgebase to meet student and institutional expectations for effective and efficient learning opportunities. IHEs are breaking traditional silos and collaborating among their various departments and units to enhance creativity and innovation needed to address the challenges and opportunities they face.

This Request for Applications (RFA) strives to address these challenges and opportunities through two (2) models: (1) College Readiness Models and (2) Completion Models. Eligible Applicants may choose to address the components of either or both a College Readiness and/or Completion Model as outlined in Subsection 3.2. (Eligible Projects). Priority will be placed on Eligible Applicants that submit plans that clearly describe how funds will support the respective model and how the activities or supports implemented will impact associated institutional and student outcomes.

1.3. PROGRAM AUTHORITY

The statutory authority for the 2021 College Readiness and Completion Models is found in Texas Education Code § 61.0762(a)(5), Programs to Enhance Student Success.

1.4. POINT OF CONTACT

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

College Readiness Models	Completion Models
Keylan Morgan Assistant Director, Developmental Education Division for College Readiness and Success Email: CRI@highered.texas.gov	Waylon Metoyer Program Specialist V, College Completion Division for College Readiness and Success Email: CRI@highered.texas.gov

1.5. INQUIRIES

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

Any information deemed by THECB to be important and of general interest or which modifies requirements of the RFA shall be sent in the form of an Addendum to the RFA to all Applicants that have submitted a Notice of Intent. All Applicants must acknowledge receipt of all addenda, if any, to this RFA by an email to CRI@highered.texas.gov. All inquiries related to this RFA must be submitted by Monday, August 2, 2021, by 5:00 p.m. (CST/CT).

2. AWARD SUMMARY

2.1. MAXIMUM NUMBER OF AWARDS ANTICIPATED AND MAXIMUM AWARD AMOUNT ANTICIPATED

Contingent upon the amount of funds available, THECB expects to award as many as fifteen (15) grants (Grant Awards) up to \$100,000 each for College Readiness Models and as many as four (4) grants (Grant Awards) up to \$32,500 each for Completion Models for the Grant Period described in Subsection 2.2.

2.2. GRANT PERIOD

The Grant Period will begin upon the execution of the Notice of Grant Award (NOGA) for all Awarded Applicants. However, the Grant Period for College Readiness Model awards will conclude on August 31, 2023, for an approximate 24-month Grant Period, and on August 31, 2022, for Completion Model awards. Awarded Applicants may have contractual obligations that extend beyond the Grant Period.

At THECB’s sole discretion, the second year of funding for awards for College Readiness Models (September 2022 – August 2023) is contingent upon the Awarded Applicant using the grant funds according to the grant contract terms and conditions, and meeting established benchmarks and deadlines as determined by THECB in the first year (Upon Execution through August 2022) of the Grant Period.

2.3. SELECTION FOR FUNDING

The funding available to support College Readiness and Completion Models Grants in Fiscal Years (FY) 2021 and 2022 will be awarded to Applicants selected on a competitive basis. Criteria for evaluation and selection of Applications for Awards are described in Section 7.

2.4. APPLICATION TIMELINE

The application process for this RFA is anticipated to proceed according to the published application timeline. A Calendar of Events for the entire Grant Period is in Appendix B.

Dates	Application Steps
July 19, 2021	RFA Published
August 2, 2021	Notice of Intent Due, 5:00 p.m. CST/CDT
August 2, 2021	Last Day for Application Inquiries, 5:00 p.m. CST/CDT
August 11, 2021	Application Deadline, 5:00 p.m. CST/CDT
August 16, 2021	THECB Announcement of Grant Awards

3. ELIGIBILITY REQUIREMENTS

3.1. ELIGIBLE APPLICANT

An Eligible Applicant is a Texas public institution of higher education (IHE), including universities, community colleges, state colleges, and technical colleges.

3.2. ELIGIBLE PROJECTS

The purpose of the 2021 College Readiness and Completion Models Grant Program is to provide financial support to IHEs in their efforts to enhance and scale high-impact and research-based best practices that improve student success outcomes. Proposed projects submitted under this RFA must align with the components of the chosen model as outlined in this section.

3.2.1. COLLEGE READINESS MODELS

For these models, eligible Applicants must have a developmental education (DE) program providing DE coursework/interventions in both mathematics and integrated reading/writing. Awarded Applicants must agree to use funds for the following:

Developmental Education Advisory Committee (DEAC). Establish an eight (8) member (at minimum) campus/district-wide committee comprising of representatives from developmental education Integrated Reading and Writing (IRW) and mathematics, college-level content areas representing TSI-liable courses, student support services including advising, institutional reporting, and institutional effectiveness. This committee shall meet quarterly to review progress of grant deliverables, provide feedback for continuous improvement, and review data to inform actionable improvements, including specific focus on addressing learning loss/gaps for African American, Hispanic, and economically-disadvantaged populations. All meetings should be documented with regard to date, participants, agenda, and key action items. Quarterly DEAC progress reports will be submitted to THECB, as part of reporting requirements. Applicants will include names and titles of anticipated DEAC members and briefly describe at least three (3) potential key action items, aligned to the institution's strategic plan, the DEAC proposes to

address during the grant period. The DEAC may amend the action items as the grantee engages in continuous improvement practices throughout the grant period.

Scale corequisite enrollments beyond House Bill 2223 requirements.

Non-exempt students assessed at Texas Success Initiative assessments (TSIA/TSIA2) levels 5/6 (English Language Arts Reading (ELAR)) and 5 (math) are currently required to be placed in corequisite models. Grantees agree to expand this population to include level 4 students in corequisite models. The DEAC and other content experts should be consulted to determine the best corequisite options, including consideration for one (1), two (2), and three (3)-semester credit hour(s) interventions, for level 4 students. Applicants will include a plan for addressing this requirement, with placements beginning spring 2022, including proposed placement protocols for their ELAR and mathematics students who assess at level 4.

Multiple Measures Assessment.

Develop and implement a multiple measures assessment (MMA) protocol for non-exempt, entering undergraduate students (i.e., high school complete students). IHEs must follow typical TSI process for assessment of college readiness, including assessing students on the TSIA2 (or use of valid TSIA/TSIA2 results). For students not meeting the college readiness benchmark(s), Applicants will propose a Multiple Measures Assessment model specifically using only the following indicators, to determine if the student may be placed in a corequisite model or directly in college-level coursework without DE support:

- High school GPA of at least 2.5 at high school graduation, self-reported or verified through high school transcript;
- Four (4) years math, as reported on [ApplyTX*](#) or verified through high school transcript; and
- Four (4) years English Language Arts (ELA), as reported on [ApplyTX*](#) or verified through high school transcript.

Use of MMA, with criteria outlined above, will be analyzed and used to help inform potential modifications to statewide TSI policy for high school complete students.

Professional Development: Micro-credential/Badging Program.

To support statewide reskilling and upskilling priorities, THECB will be piloting a micro-credential/badging program for full-time and adjunct faculty members serving developmental education and other underprepared students and seeking to improve and enhance their knowledge and delivery of effective practices for this population.

This program will provide specialized upskilling training free of charge for postsecondary faculty, including adjuncts, in a variety of pedagogical areas and provides micro-credentials to participants to recognize their successful completion of that training. Through a combination of synchronous and asynchronous, online and face-to-face (per CDC guidelines) mini-course enrollment, participants learn evidence-based pedagogical techniques, put those approaches to practice in their own educational venues, and construct capstone experiences that provide

evidence of their having mastered the student learning outcomes for that mini-course.

Beginning in fall 2021, Awarded Applicant's DEAC will participate in providing guidance and feedback throughout the micro-credential pilot with faculty enrollments expected in spring 2022. Grantee must select a minimum of one full-time faculty member in each of the ELAR and mathematics subject areas, and a minimum of three (3) adjunct faculty members in each of the ELAR and mathematics subject areas to participate in this program and resulting in completion of a micro-credential or badges, as applicable. Grant funds should be used to provide incentives for selected faculty members' participation in and completion of micro-credential or badges, as applicable. Examples of incentives may include course downloads, course compensation (for adjunct faculty members), reimbursements for applicable travel, and other stipends/honoraria. Further details will be provided in an informational webinar planned for September 2021 for awarded grantees. Applicants must include a proposed list of potential faculty members and related incentives that the Applicant will consider, subject to change based on information provided in the informational webinar.

3.2.2. COMPLETION MODELS (FIRST COLLEGE-LEVEL COURSES ONLY)

For these models, eligible Applicants will identify first college-level (gateway) courses offered in the spring semester that have a high rate of failure (grades of D or F) or withdrawal and propose to integrate, enhance, or scale promising best practices (e.g., Supplemental Instruction (SI), tutoring, peer mentoring, academic coaching) into these courses and into the institution's student support programs to increase student success in the identified courses. The targeted student populations are second-semester college students, especially those underrepresented and economically disadvantaged, who are ready to continue progress and build momentum and persistence toward important milestones leading to completions. Key outcomes of the Completion Model will be higher student persistence and first college-level course completion rates of identified courses with high failure rates offered in the spring semester.

3.3. ADDITIONAL CRITERIA

Applicants that address one or more of the Competitive Preference Criteria in Subsection 6.3. may earn additional points as set forth in the application evaluation process.

3.4. MAXIMUM NUMBER OF APPLICATIONS PER APPLICANT

An Eligible Applicant may submit a maximum of one (1) Application per model, for a total of two (2) applications maximum. A complete and separate application must be submitted for each model the Applicant chooses to apply for.

3.5. NOTICE OF INTENT TO APPLY

For this grant competition, potential Applicants **ARE REQUIRED** to submit an online Notice of Intent to Apply (NOI) by 5:00 p.m. CST/CDT on August 2, 2021, at <https://forms.office.com/r/aDSR0TfADt>. The NOI provides helpful information that

allows THECB staff to plan for the management of the applications and review processes. Further, any information deemed by THECB to be important and of general interest or which modifies requirements of the RFA shall be sent in the form of an Addendum to the RFA to all Applicants that have submitted a Notice of Intent Application. Failure to submit the online NOI (*see* link above) by the prescribed deadline will disqualify the Applicant from applying for grant funds in response to this RFA.

NOTE: Submitting a NOI does not obligate a potential Applicant to submit an application.

4. APPLICATION SUBMISSION

4.1. APPLICATION DEADLINE: 5:00 p.m. CST/CDT, August 11, 2021

4.2. GUIDELINES FOR SUBMISSION

Applications must be:

- completed according to the guidelines in Section 8.;
- submitted separately (only one model per submission) by an authorized agent of the Applicant entity; and
- submitted via email to CRI@highered.texas.gov to the Point of Contact listed in Subsection 1.4. as follow:
 - Use the following abbreviations when referring to a model during submission, “CRM” for College Readiness Models and “CM” for Completion Models.
 - Submission Subject Line should read as follow: “CRCM-2021 Model – Applicant” (e.g., CRCM-2021 CRM – Best University).
 - Required FORMS 1-4 MUST be submitted as separate Portable Document Format (PDF) attachments using the following file name structure, “FORM_(X)_Model_Applicant” (e.g., FORM_1_CRM_BestUniversity; FORM_4_CM_SampleCommunityCollege).

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

*Late or incomplete Applications will not be accepted. Applications submitted to an address different from CRI@highered.texas.gov will **not** be accepted.*

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

Submission of an Application confers no rights of Applicant to an award or to a subsequent Contract if there is one. The issuance of this RFA does not guarantee that a Contract will be awarded. 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 THECB's discretion. An individual Application may be rejected if it fails to meet any requirement of this RFA. THECB may seek clarification and additional documentation from Applicant at any time, and failure to respond within a reasonable timeframe is cause for rejection of an Application.

4.3. THECB CONFIRMATION OF APPLICATION RECEIPT

THECB shall not be responsible for Applications that are captured, blocked, filtered, quarantined, or otherwise prevented from reaching the proper destination server by THECB's or Applicant's antivirus or other security software.

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

4.4. COST OF APPLICATION PREPARATION

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

4.5. APPLICATION DELIVERY AND LATE APPLICATIONS

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

Applications shall be considered to be "on time" if they are received on or before the date and time of established deadlines. Each Applicant shall be solely responsible for ensuring that its Application is received by THECB prior to the deadlines outlined in Subsection 2.4. THECB shall not be responsible for failure of electrical or mechanical equipment, operator error, or inability of an electronic delivery agent to deliver an Application prior to the deadline. Failure to respond in a timely manner to this RFA shall result in Applicant losing the opportunity to receive a Grant under this program. A late Application, regardless of circumstances, shall not be evaluated or considered for award.

5. PROGRAM BACKGROUND

5.1. DETAILED PROGRAM OVERVIEW

College Readiness Models

Since 2009, THECB has issued RFAs to support IHEs' efforts to accelerate underprepared students, regardless of TSI status, to and through successful completions of their entry-level coursework leading to certificate/degree completions and transfers. IHEs also addressed the support programs, including supplemental instruction, tutoring, advising, and other innovative supports, that play key roles in helping ensure students continued their progress toward meeting their academic and career goals. The current RFA continues to support these goals, as well as the next

generation of reform to include corequisite models, enhanced professional development, and possible use of multiple measures to help determine college readiness for entering, non-exempt high school-complete students.

Completion Models

Completion Models will build upon the College Readiness and Success (CRSM) Gateway Models and the Comprehensive Student Success Program (CSSP), which were previous initiatives that partnered THECB with IHEs (grantees) to address student success strategies to increase student persistence and success through targeted interventions in entry-level courses with high non-completion rates (D, F, and/or W). The previous initiatives, CRSM Gateway Models and CCSP, yielded promising results among the awarded IHEs which reported significant student success increases for those engaged with CRSM Gateway Models and CSSP compared to the average student at these respective IHEs. An external review of CSSP program found that early alert systems, intrusive advising and academic counseling, supplemental instruction, faculty and staff training, and ongoing program evaluation contributed to increased student success. The current RFA continues to support these best practices and models including those designed to engage faculty and support staff in increasing student retention, student persistence, and completion rates.

6. PROJECT REQUIREMENTS

6.1. FUNDING RESTRICTION

College Readiness and Completion Models funds shall not be substituted for any other funds available to Applicant or any program or project partners. Awarded funds shall be spent only on expenses described in Subsections 6.2.1. and 6.2.2. and as documented in Applicant's Budget. Further, all funds must be expended no later than the last day of the grant period respective to the model as noted in Subsection 2.2.

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

The project director/co-director are responsible for implementing and overseeing the proposed project and shall be full-time educators (including tenure and non-tenure-track faculty) or institutional administrators with administrative and practical experience and knowledge of the components of the respective model. Applicant is strongly encouraged to include one project director to design and implement the project and the co-director to manage and oversee continuous improvement and project evaluation.

6.2. ALLOWABLE COSTS AND PROHIBITED COSTS

6.2.1. Allowable Budget Categories.

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

Administrative Staff (*may not exceed 25% of total budget*) – Compensation may include a portion of salaries and wages, and benefits of personnel, including,

but not limited to the following positions: *Example: project director, coordinator, and administrative support.*

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

Fringe Benefits – Benefit costs related to wages.

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

Equipment and Supplies – (e.g., General program supplies, instructional materials, technology)

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

6.2.2. Allowable Costs.

- Program staff salaries and fringe benefits;
- Reasonable student testing fees related to project implementation;
- Stipends for faculty coordination, planning, and implementation (e.g., college-level and developmental education faculty);
- General program supplies;
- Incentives for faculty participation in and completion of professional development micro-credentials/badges
- Instructional material;
- Information technology instructional resources that incorporate established best practices;
- Technology used primarily for the delivery of instruction, providing direct student support (e.g., supplemental instruction, tutoring), or other project related student support strategies;
- Program staff travel;
- Dissemination activities (*College Readiness models only*);
- Professional development activities and/or technical assistance for faculty, student support personnel, reporting/IE personnel, and advisors; and
- Subcontracting costs (requires prior written approval by THECB).

6.2.3. Prohibited Costs.

The following types of costs shall not be included in the proposed budget or be paid with College Readiness and Completion Models Grant funds:

- Costs incurred prior to the Grant Period;
- Salaries or other stipends that are calculated at a higher pay rate than an individual normally receives in a position or in a similar position (Costs for staffing must reflect institutional salaries of the Eligible Applicant or project partner appropriate to the tasks that will be performed and to the length and time spent on the project.);
- Warranties, protection plans, and service contracts beyond the standard coverage period that is included in the purchase price;
- Alcohol;
- Travel not consistent with state of Texas guidelines relating to type (transportation, lodging, meals), funding basis (as actual cost, per diem, mileage), and reasonableness;
- Out-of-State Travel (except with prior written approval from THECB);
- Food and beverages (except with prior written approval from THECB);
- Foreign travel; and
- Indirect costs.

6.2.4. Budget Changes.

Submission of a Budget Change Request and prior written approval from the designated THECB Program Manager is required to allow:

- Other Direct Costs not specifically identified and justified in the Application Budget or the Final Award Budget;
- Budget transfers across the allowable budget categories listed in Subsection 6.2.1.; and
- For Awarded Applicants, Budget Change Requests approval must be received in writing from the designated Point of Contact.

7. AWARD SELECTION CRITERIA

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

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

7.1. APPLICATION SCREENING

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

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

Each Application that passes the initial screening for completeness and eligibility will be further considered for award selection according to general selection criteria described in Subsections 7.2. and 7.3.

7.2. GENERAL CRITERIA FOR AWARD SELECTION

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

Reviewers will use the General Selection Criteria to score applications. The Application Evaluation Form for each model can be found in Appendix C.

College Readiness Models

1. Developmental Education Advisory Committee

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

2. Scaling Corequisite Enrollments

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

3. Multiple Measures Assessment (MMA)

Strength/clarity of Applicant's plan to develop and implement an MMA protocol. Applicant's response should include proposed Grade Point Average (GPA) and method for identifying high school coursework.

4. Professional Development

- a. Strength/clarity of Applicant's plan to recruit/select faculty to participate in THECB's micro-credentialing/badging program.

- b. Strength/clarity of Applicant's plan to recruit/select faculty to incentivize participation in THECB's micro-credentialing/badging program.

5. Budget

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

6. Overall Assessment

Application is professionally written, comprehensive, and makes a persuasive case that funding will have a significant impact on furthering the institution's work to achieve stated goals.

Completion Models

1. Program Components

- a. Identification of the institution's top five (5) high failure (grades of D or F) or withdrawal first college-level courses offered in the spring semester.
- b. Strength/clarity of rationale supporting the selection of high failure or withdrawal courses.
- c. Strength/clarity of student support plan.
- d. Demonstrated competence and capacity regarding ability to monitor and track students.

2. Description of Applicant Institution

Demonstrate a need for funds and institutional capacity to commit to project, including leadership engagement and leveraging ongoing work.

3. Projected Timeline and Outcomes

Proposed goals and metrics are clear, ambitious, and feasible to close attainment gaps and increase student success.

4. Budget

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

5. Overall Assessment

Application is professionally written, comprehensive, and makes a persuasive case that funding will have a significant impact on furthering the IHE's work to achieve stated goals.

7.3. COMPETITIVE PREFERENCE CRITERIA FOR AWARD SELECTION

An Eligible Applicant's proposal may earn additional points in the proposal evaluation process for the following criteria respective to model as outlined in this section.

Element One (both College Readiness and Completion Models) – Applicant provides compelling additional information on how the proposed program may create

or provide alignment with equitable learning opportunities and services to support under-represented populations such as African American, Hispanic, or economically disadvantaged students at the institution.

Element Two (Completion Models Only) – Applicant identifies as a past recipient that successfully completed an RFA process resulting in an award for College Readiness and Success Models (CRSM) Gateway Completion or Comprehensive Student Success Program (CSSP).

8. APPLICATION FORMAT AND CONTENT

An Application must include the elements described in Subsections 8.1. through 8.9. of this RFA as applicable. The Application Forms are available on THECB's website: <https://www.highered.texas.gov/institutional-resources-programs/institutional-grant-opportunities/college-readiness-and-completion-models-2021/>.

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

8.1. COVER SHEET (FORM 1)

The Cover Sheet provides contact information for the proposed Project Director and Project Co-Director. These individuals are responsible of the operation and outcomes of the project and serve as the primary contacts for all matters related to the project at the IHE.

8.2. CERTIFICATION AND LEADERSHIP COMMITMENT (FORM 2)

The Certification and Leadership Commitment Page provides a signature by an authorized IHE representative to certify the accuracy and completeness of information submitted in the Application. The signatory must be an individual who is legally authorized to bind the Applicant IHE. This form also provides evidence of project commitment of Applicant's Leadership. If the signatory is other than the Chancellor/President of the institution, Applicant must attach a Letter of Designation or other documentation as in addition to this form that certifies the designee's authority to act in this capacity.

8.3. GRANT APPLICATION FORM (FORM 3)

Applicant must complete the appropriate Grant Application Form for the respective model (College Readiness or Completion) the application is for. Each Grant Application form requests specific information in context of the model regarding the Applicant and the proposed project.

8.4. PROPOSED BUDGET (FORM 4)

In the format provided in Appendix F (Proposed Budget Form), Applicant must provide a budget overview and budget narrative for the proposed project. The budget overview should provide a reasonable estimate of expenditures over the Grant Period. The supporting budget narrative should provide adequate justification for the funds requested for each line item. The amount of time and effort (e.g., percentage of time

or number of hours) should be included for any positions that will be supported with requested funds.

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

8.5. PROJECT WORK PLAN AND TIMELINE

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

The Project Work Plan will include the Project Goal Statement, objectives, activities, and outcomes. Generally, each objective will be supported by one or more activity, process, or deliverable. The Project Work Plan is a fluid document that will be more fully developed and expanded over the course of the grant period, in conjunction with project reporting and verification requirements.

8.6. PROJECT EVALUATION

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

8.7. FINANCIAL VIABILITY [Not applicable and intentionally omitted.]

8.8. EVIDENCE OF LEADERSHIP COMMITMENT

See Subsection 8.2. CERTIFICATION AND LEADERSHIP COMMITMENT (FORM 2).

8.9. ATTACHMENTS

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

9. DISTRIBUTION OF AWARD FUNDS

9.1. ISSUANCE OF GRANT AWARD

Following all negotiations between THECB and Applicants and the announcement of awards, the Awarded Applicants will receive an electronic copy of the THECB's Notice of Grant Award (Sample NOGA, Appendix E), which will take effect on the day the NOGA is fully executed, no later than August 31, 2021. Throughout this RFA, the terms "NOGA," "Award," "Contract," and "Grant" are used interchangeably.

The Contract must be executed by an individual authorized to enter a contract on behalf of Applicant. Upon execution of a Contract resulting from this RFA, the term "Applicant" shall have the same meaning as "Awarded Applicant" or "Grantee." The

Texas Higher Education Coordinating Board, a state agency, may also be referred to as "THECB," "Board," or "Agency." At times, THECB and Grantee are referred to singularly as "Party" and collectively as "Parties." Likewise, the terms "Request for Applications" and "Application" shall have the same meaning as the term "Contract" or "Agreement."

9.2. "DISCLOSURE OF INTERESTED PARTIES" REQUIREMENT

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

9.3. FUNDS DISBURSEMENT AND PAYMENT TERMS

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

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

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

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

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

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

All grant-related expenses must be incurred on or prior to end grant period as applicable to the funded model.

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

9.4. LAST DAY OF EXPENDITURES

All allowable grant-related expenses must be incurred on or before the end of the grant period as applicable to the funded model (College Readiness Models – August 31, 2023; Completion Models – August 31, 2022). Expenses incurred after this date cannot be charged to the College Readiness and Completion Models Grant.

9.5. RETURN OF UNEXPENDED FUNDS

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

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

9.6. GRANT EXTENSION

Extension of the Grant Period for the project may be granted at the sole discretion of THECB. An Awarded Applicant may be eligible to request a maximum twelve (12) month no-cost grant extension to fully complete grant project activities and goals. Awarded Applicant must request an extension by email to the designated point of contact for no later than forty-five (45) days prior to the end of the grant period. Extensions are subject to the availability of appropriated funds and to the eligibility requirements.

If additional funding is available to supplement the College Readiness and Completion Models Program, the THECB Point of Contact will notify eligible grantees. Additional documentation and/or work may be required.

10. MONITORING AND REPORTING REQUIREMENTS

10.1. MONITORING

THECB staff shall monitor and oversee the College Readiness and Completion Models Program progress and compliance through required reporting to ensure that grant commitments are fulfilled and that the financial matters related to the grant award are accurate and appropriate. Awarded Applicant shall complete the program reports listed in Subsections 10.2. and 10.3. for a project funded as a result of this RFA. THECB will provide a template and instructions for electronic submission for required reports. THECB reserves the right to request additional project reports as needed.

If Awarded Applicant does not submit the required reports detailed in Subsections 10.2. and 10.3. by the established deadline, and has not been granted a submission extension, THECB reserves the right to require that grant funds be returned. If a required report is not accepted by THECB, Awarded Applicant must correct and resubmit the report in the timeframe requested by the designated THECB Point of Contact. Delinquent and unaccepted reports may affect Awarded Applicant's eligibility to apply for future THECB grant awards.

10.2. PROJECT/PROGRAM NARRATIVE REPORTS

Awarded Applicant shall submit written project reports in the format requested by THECB on or before the following dates as applicable to the funded model:

College Readiness Model

1. Project Work Plan within in forty-five (45) days after fully executed NOGA;
2. Quarterly DEAC progress reports on the following schedule: October 2021, and every three (3) months thereafter throughout the grant period;
3. Interim Project Report due September 30, 2022; and
4. Final Project Report due October 31, 2023.

Completion Model

1. Project Work Plan within in forty-five (45) days after fully executed NOGA;
2. Interim Project Report due January 31, 2022; and
3. Final Project Report due October 29, 2022.

10.3. FINANCIAL REPORTS

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

College Readiness Models

1. Interim Expenditure Report #1 due January 31, 2022;
2. Interim Expenditure Report #2 due September 30, 2022;
3. Interim Expenditure Report #3 due January 31, 2023; and
4. Final Expenditure Report due September 30, 2023.

Completion Models

1. Interim Expenditure Report due January 31, 2022; and
2. Final Financial Report due October 29, 2022.

11. TERMS AND CONDITIONS

11.1. TERMINATION

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

11.1.1. Convenience of the State

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

11.1.2. Termination for Cause

THECB may, by written notice to Grantee, immediately terminate this Grant Award/Agreement for cause if: (1) THECB is not reasonably satisfied with Grantee's Services; (2) default or abandonment by Grantee occurs; or (3) Grantee fails to comply fully with any term or condition of this Grant Award/Agreement, through no material fault of THECB. If THECB deems it appropriate under the circumstances, THECB will provide a three (3) business day advance written notice of intent to terminate to Grantee, and THECB will provide Grantee with an opportunity for consultation with THECB prior to termination during that three (3) business day period.

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

11.1.3. Abandonment or Default

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

11.1.4. Applicable Law and Conforming Amendments

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

11.1.5. Excess Obligations (Non-Appropriation)

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

11.1.6. Effect of Termination

Upon any termination, all indemnities, including without limitation those set forth in this Grant Award/Agreement, as well as Grant Award/Agreement provisions

regarding confidentiality, records retention, right to audit, ownership, and dispute resolution, shall survive the termination of this Grant Award/Agreement for any reason whatsoever and shall remain in full force and effect. In the event of any termination, Grantee shall, unless otherwise mutually agreed upon in writing, cease all Services immediately upon the effective date of termination, except such Services that THECB deems are necessary to wind-up in a cost-effective manner. For any termination by THECB other than termination for non-appropriation, THECB shall be liable to Grantee for only that portion of the Services authorized by THECB and which have been completed prior to the effective date of termination, provided that THECB shall not be liable for any work performed that is not acceptable to THECB and/or does not meet Grant Award/Agreement requirements, plus any necessary work deemed appropriate by THECB to cost-effectively wind-up.

11.1.7. Transfer of Duties

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

11.2. AMENDMENT

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

11.3. INDEMNIFICATION

(THIS SECTION DOES NOT APPLY TO STATE AGENCIES, LOCAL GOVERNMENT ENTITIES, OR POLITICAL SUBDIVISIONS OF THE STATE OF TEXAS)

Acts or Omissions: GRANTEE SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THECB AND THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, OTHER CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM, ANY ACTS OR OMISSIONS OF GRANTEE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN EXECUTION OR PERFORMANCE OF THE GRANT AWARD/AGREEMENT AND ANY PURCHASE ORDERS ISSUED UNDER THE GRANT AWARD/AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS IF THECB AND/OR THE STATE OF TEXAS AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, OTHER CONTRACTORS, ASSIGNEES, AND DESIGNEES ARE A NAMED DEFENDANT IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE OF THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS. GRANTEE AND THECB AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

11.4. SOVEREIGN IMMUNITY

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

11.5. ASSIGNMENT

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

11.6. DELEGATION OR SUBCONTRACTING

Unless as otherwise provided for in this Grant Award/Agreement, no contractual rights, interest, or obligation shall be delegated or subcontracted by Grantee without prior written approval of THECB. No delegation or subcontract approved by THECB shall relieve Grantee of any obligation or responsibility under this Grant Award/Agreement. It is the Parties' intent that to the extent subcontracting is approved by THECB, Grantee shall make a good faith effort to subcontract with Historically Underutilized Businesses (HUB), as defined in [Texas Government Code § 2161.001\(2\)](#), during the performance of this Grant Award/Agreement. The goal of the HUB program is to promote full and equal business opportunities for all businesses contracting with the state of Texas.

11.7. RIGHT TO AUDIT AND RECORDS RETENTION

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

Grantee shall maintain its records and accounts in a manner which shall assure a full accounting for all funds received and expended by Grantee in connection with the Grant Project. These records and accounts (which includes all receipts of expenses incurred by Grantee) shall be retained by Grantee and made available for inspecting, monitoring, programmatic or financial auditing, or evaluation by THECB and by others authorized by law or regulation to do so for a period of not less than seven (7) years from the date of completion of the Grant Award/Agreement or the date of receipt by THECB of Grantee's final claim for payment or final expenditure report or until any litigation/billing issues are resolved, whichever is later. If an audit has been announced, the records shall be retained until such audit has been completed. Grantee shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to the Services provided in this Grant Award/Agreement. Grantee and any subcontractors shall provide any Audit Entities with any information such entity deems relevant to any monitoring, investigation, evaluation, or audit.

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

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

11.8. TIME AND EFFORT RECORDKEEPING

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

11.9. UNIFORM GRANT MANAGEMENT STANDARDS

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

11.10. FORMS, ASSURANCES, AND REPORTS

Awarded Applicant shall timely file with the proper authorities all forms, assurances and reports required by state laws and regulations. THECB shall be responsible for reporting to the proper authorities any failure by Awarded Applicant to comply with the foregoing laws and regulations coming to THECB's attention and may deny

reimbursements or recover payments made by THECB to Awarded Applicant in the event of Awarded Applicant's failure to so comply.

11.11. SITE VISITS

Throughout the Grant Period, THECB and/or its representatives shall have the right to make site visits to review the College Readiness and/or Completion Model operation and accomplishments.

11.12. SUPPLANTING PROHIBITION

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

11.13. CARRYOVER OF FUNDS

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

11.14. APPLICABLE CONDITIONS AND UNIFORM ASSURANCES

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

11.15. STATE AUDITOR'S RIGHT TO AUDIT

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

11.16. CHILD SUPPORT OBLIGATION FAMILY CODE (IF APPLICABLE)

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

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

11.17. DISPUTE RESOLUTION

If THECB determines that any work product is not acceptable, THECB shall notify Grantee of the specific deficiencies in writing. Grantee shall then undertake all steps necessary to correct any deficiencies at no additional cost to THECB. In the event any issues cannot be resolved, the dispute resolution process provided for in Texas Government Code §§ 2260.001-.108 shall be used by THECB and Grantee to attempt to resolve any claim for breach of Contract. The dispute resolution process provided for in Texas Government Code §§ 2260.001-.108 must be used to attempt to resolve any dispute arising under the Grant Award/Agreement.

11.18. PUBLIC DISCLOSURE

Prior Notification. Publication, including presentations, is encouraged; however, Awarded Applicant agrees to notify THECB prior to the publication of any information, including results, findings or reports, regarding the activities being conducted under 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 THECB.

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

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

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

11.19. CONFIDENTIALITY, PUBLIC INFORMATION ACT, AND FERPA

Notwithstanding any provisions of this Grant Award/Agreement to the contrary, Grantee understands that as a Texas state agency, THECB is subject to and will comply with the Texas Public Information Act, Texas Government Code §§ 552.001-.376, as interpreted by judicial opinions and opinions of the Attorney General of Texas. Grantee will cooperate with THECB in the production of documents responsive to any such requests under the Public Information Act at no additional charge to THECB.

11.19.1. Public Information Act

THECB will determine whether to submit a request for a ruling, seeking to withhold information from a Public Information Act requestor, from the Open Records Division of the Office of the Attorney General of Texas. This Grant Award/Agreement and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. Grantee will notify THECB's contact within twenty-four (24) hours of receipt of any third-party requests for information it receives relating to this Grant Award/Agreement. In accordance with Texas Government Code § 2252.907, Grantee is required to make any information created or exchanged with the state or THECB pursuant to this Grant Award/Agreement, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state or THECB and shall cooperate with THECB in doing so. Grantee agrees to maintain the confidentiality of information received from THECB and the state of Texas during the performance of this Grant Award/Agreement, including information which discloses confidential personal information particularly, but not limited to, social security numbers. Grantee will not disclose any information to which it is privy under this Grant Award/Agreement without the prior written consent of THECB. Grantee will indemnify and hold harmless the state of Texas, its officers and employees, and THECB, its officers and employees for any claims for damages that arise from the disclosure by Grantee of information also held by the state of Texas or THECB to which Grantee is privy under this Grant Award/Agreement.

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

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

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

11.19.2. Family Educational Rights and Privacy Act

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

11.19.3. Protection of Confidential Data (Covered Data and Information)

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

11.19.4. Acknowledgment of Access to Covered Data and Information

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

11.19.5. Prohibition on Unauthorized Use or Disclosure of CDI

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

11.19.6. Return or Destruction of CDI

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

11.19.7. Breach

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

11.19.8. Maintenance of the Security of Electronic Information

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

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

Grantee shall, within one hour of discovery, report to THECB any use or disclosure of CDI not authorized by this Grant Award/Agreement or in writing by THECB. Grantee's report shall identify: (1) the nature of the unauthorized use or disclosure, (2) the CDI used or disclosed, (3) who made the unauthorized use and who received the unauthorized disclosure, (4) what Grantee has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (5) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as requested by THECB.

11.20. INFRINGEMENTS

(THIS SECTION DOES NOT APPLY TO STATE AGENCIES, LOCAL GOVERNMENT ENTITIES, OR POLITICAL SUBDIVISIONS OF THE STATE OF TEXAS)

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 MARKS, 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 TEXAS IF THECB AND/OR THE STATE OF TEXAS AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, OTHER CONTRACTORS, ASSIGNEES, AND DESIGNEES ARE A NAMED DEFENDANT IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE OF THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS. 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: (1) THECB's use of the product or service for a purpose or in a manner for which the product or service was not designed, (2) any modification made to the product by THECB without Grantee's approval, (3) any modifications made to the product by Grantee pursuant to THECB's specific instructions, (4) any intellectual property right owned by or licensed to THECB by a person or entity other than Grantee, or (5) any use of the product or service by THECB that is not in substantial conformity with the terms of any applicable license agreement.

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

or replace the affected portion of the product or service with functionally equivalent or superior product or service so that THECB's use is non-infringing.

11.21. OWNERSHIP/WORK MADE FOR HIRE

For purposes of this Grant Award, the term "Work" or "Work Product" is defined as all work papers, work products, materials, approaches, designs, specifications, systems, software, programs, source code, documentation methodologies, concepts, intellectual property or other property developed, produced or generated in connection with the services provided under the contract. All Work generated as a result of this Grant Award/Agreement, either completed or partially completed, shall be the sole property of THECB and all rights, title, and interest in and to the Work shall vest in THECB upon payment for the Services.

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

Copyright. When copyrightable material is developed in the course of or under this Grant, Awarded Applicant is free to copyright the materials or permit others to do so. THECB shall have a royalty-free, non-exclusive, fully-paid up, no cost, transferable, worldwide, and irrevocable right and license to reproduce, publish, or otherwise use and to authorize others to use for governmental and educational purposes: (1) the copyright in any Work developed under the Grant and (2) any rights of copyright to which a Awarded Applicant (or any sub-grantee or subcontractor of Grantee) purchases ownership with Grant funds. In no event shall the Awarded Applicant (or any sub-grantee or subcontractor to the Awarded Applicant) charge other Texas state agencies, institutions of higher education, or independent institutions of higher education (as the terms "institutions of higher education" and "independent institutions of higher education" are defined in the Texas Education Code) for any license to use any or all copyrights purchased with Grant funds or in any work developed under the Grant.

Data. THECB has the right to: (1) obtain, reproduce, publish, or otherwise use the data first produced under this Grant and (2) authorize others to receive, reproduce, publish, or otherwise use such data for governmental and educational purposes. In no event shall the Awarded Applicant (or any sub-grantee or subcontractor to the Awarded Applicant) charge other Texas state agencies, institutions of higher education, or independent institutions of higher education (as the terms "institutions of higher education" and "independent institutions of higher education" are defined in the Texas Education Code) for any license to use any or all data first produced under this Grant.

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

use non-confidential materials for writing samples in pursuit of work or for other governmental or educational purposes.

11.22. GOVERNING LAW AND VENUE

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

11.23. ADDITIONAL GRANTEE RESPONSIBILITIES

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

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

11.24. CONFLICT OF INTEREST

Grantee represents and warrants that Grantee, its principals, employees, or subcontractors have no potential conflict of interest in providing Services to THECB under this Grant Award/Agreement, and that the provision of Services under this Grant Award/Agreement does not create an appearance of impropriety. Failure to disclose a conflict of interest, at any time during the duration of this Grant Award/Agreement,

shall be cause for termination of this Grant Award/Agreement. Grantee represents and warrants that the provision of deliverables and services or other performance under the Grant Award/Agreement will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

11.25. DISCLOSURE OF INTERESTED PARTIES

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 THECB at Contracts@highered.texas.gov. The TEC portal link can be found at: <https://www.ethics.state.tx.us/filinginfo/1295/>.

11.26. FINANCIAL INTERESTS AND GIFTS

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

11.27. ANTITRUST

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

11.28. EQUAL OPPORTUNITY

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

11.29. INDEPENDENT CONTRACTOR

Grantee shall be an independent contractor in all matters relating to this Grant Award/Agreement. Grantee and its employees, agents, and subcontractors shall not be deemed or construed to be the employees or agents of THECB for any purposes whatsoever. Grantee agrees and acknowledges that Grantee, its employees and agents, and Grantee's subcontractors are independent contractors of THECB and/or the state of Texas and are not employees of THECB or the state of Texas, and Grantee agrees that it shall have complete responsibility in the area of employment law and relations regarding its own employees, contractors, and agents, including but not limited to: wrongful discharge lawsuits, unemployment issues, workers' compensation,

employment taxes, any other benefits and reimbursement due to losses in these areas. Consistent therewith, Grantee agrees that it shall make its own arrangements to provide its employees with all necessary employee benefits, including unemployment and workers' compensation benefits, and THECB is in no way a party to such arrangements. Regarding its employees, Grantee shall have the sole authority to hire, fire, transfer, train, evaluate, discipline, pay, and assign work.

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

11.30. ELIGIBILITY/AUTHORIZATION TO WORK IN THE UNITED STATES

Grantee shall ensure that all personnel provided to perform work under this Grant Award/Agreement possess proof of eligibility/authorization to work in the United States in compliance with the Immigration Reform and Control Act of 1986, the Immigration Act of 1990 including any amendments already adopted or as may be adopted hereafter, and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 including any amendments already adopted or as may be adopted hereafter. Grantee shall maintain written records on all personnel provided under the Grant Award/Agreement and shall provide such records to THECB upon request. Failure to maintain and provide records upon request shall represent a material breach of this Grant Award/Agreement and THECB shall have the right to terminate the Grant Award/Agreement for cause. Grantee shall ensure this section is included in all subcontracts it is authorized by THECB to enter.

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

(THIS SECTION DOES NOT APPLY TO STATE AGENCIES, LOCAL GOVERNMENT ENTITIES, OR POLITICAL SUBDIVISIONS OF THE STATE OF TEXAS)

GRANTEE AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS GRANT AWARD/AGREEMENT, GRANTEE SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF GRANTEE'S AND GRANTEE'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCE OF THIS GRANT AWARD/AGREEMENT. GRANTEE AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THECB AND/OR THE STATE OF TEXAS SHALL NOT BE LIABLE TO GRANTEE, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY.

GRANTEE AGREES TO INDEMNIFY AND HOLD HARMLESS THECB, THE STATE OF TEXAS AND THEIR OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES AND DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE

AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS GRANT AWARD/AGREEMENT. GRANTEE SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE THE ATTORNEY GENERAL OF TEXAS IF THECB AND/OR THE STATE OF TEXAS AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, OTHER CONTRACTORS, ASSIGNEES, AND DESIGNEES ARE A NAMED DEFENDANT IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE OF THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS. GRANTEE AND THECB AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

Applicant shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations (including THECB rules relating to College Readiness and Completion Models Program as codified in Title 19, Part 1 of the Texas Administrative Code) and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of the Contract, including, if applicable, workers' compensation laws, compensation statutes and regulations, and licensing laws and regulations. When requested to do so by THECB, Applicant shall furnish THECB with satisfactory proof of its compliance.

11.32. PROHIBITION ON USE OF FUNDS FOR LOBBYING

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

11.33. BUY TEXAS

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

11.34. PROVISION OF SERVICES

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

11.35. FORCE MAJEURE

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

11.36. NOTICE

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

Method of Notice. All notices must be given by: (1) personal delivery, (2) an express courier (with confirmation), (3) registered or certified mail (return receipt requested), (4) facsimile, or (5) electronic mail to the Parties at the address specified in this Grant Award/Agreement, or to the address that a Party has notified to be that Party's address for the purposes of this section.

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

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

11.37. FALSE STATEMENTS AND BREACH OF REPRESENTATIONS

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

11.38. SEVERABILITY AND WAIVER

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

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

11.39. HUMAN TRAFFICKING PROHIBITION

Under Texas Government Code § 2155.0061, Grantee certifies that the individual or business entity named in this Grant Award/Agreement is not ineligible to receive the specified contract and acknowledges that this Grant Award/Agreement may be terminated and payment withheld if this certification is inaccurate.

11.40. FOREIGN TERRORIST ORGANIZATIONS

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

11.41. SYSTEM FOR AWARD MANAGEMENT

THECB is federally mandated to adhere to the directions provided in the President’s Executive Order 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism and any subsequent changes made to it. Grantee certifies that Grantee is in compliance with the state of Texas statutes and rules relating to procurement and that Grantee is not listed on the federal government’s terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.sam.gov>.

11.42. NOTIFICATION OF CONTRACT

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

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

11.43. INSURANCE

If required by law, Grantee agrees to maintain at its expense insurance as required for the work being performed under this Grant Award/Agreement. Such insurance will protect THECB from all claims for bodily injury, death, or property damage which may arise out of or result from the performance of Grantee’s obligations under the Agreement. Grantee represents and warrants that it will, within ten (10) business days of award of contract, provide THECB with current certificates of insurance or other proof acceptable to THECB of the following insurance coverage:

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

Minimum Required Amounts of Insurance Coverage	
Type of Insurance	Each Occurrence/Aggregate
Workers’ Compensation	Statutory Limits
Employer’s Liability	
Bodily Injury by Accident	\$1,000,000 Each Accident
Bodily Injury by Disease	\$1,000,000 Each Employee
Bodily Injury by Disease	\$1,000,000 Policy Limit

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

Note: The required insurance coverage must be issued from a company or companies that have: (1) both a Financial Strength Rating of "A" or better from A.M. Best Company, Inc.; and (2) a Financial Size Category Class of "VII" or better from A.M. Best Company, Inc.

All insurance policies for required coverage must be issued by companies authorized to do business under the laws of the state of Texas and in a form satisfactory to THECB. All required insurance contracts must: (1) be written on a primary and non-contributory basis with any other insurance coverages Grantee currently has in place; and (2) include a Waiver of Subrogation Clause.

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

Grantee shall:

- (1) Provide written notice to THECB by e-mail at Contracts@highered.texas.gov and by U.S. First Class Mail to 1200 E. Anderson Lane, Austin, TX 78752, at least thirty (30) calendar days prior to any cancellation, non-renewal, or material change of a required policy;
- (2) Ensure all insurance policies and certificates of insurance for required coverage are written to include all products, services, and locations related to Grantee's performance under the Grant Award/Agreement; and
- (3) Deliver to THECB by e-mail at Contracts@highered.texas.gov and by U.S. First Class Mail to 1200 E. Anderson Lane, Austin, TX 78752, all renewal policies at least ten (10) calendar days prior to any expiration of a required policy. All renewal policies and corresponding certificates of insurance must meet all terms set forth in the Grant Award/Agreement.

Grantee must ensure that all provisions of the Grant Award/Agreement concerning liability, duty, and standard of care, together with the indemnification provision, are

underwritten by contractual liability coverage sufficient to include such Grantee's obligations under the Grant Award/Agreement.

11.44. KEY PERSONNEL

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

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

11.45. DEBTS AND DELINQUENCIES TO THE STATE

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

11.46. DECEPTIVE TRADE PRACTICES; UNFAIR BUSINESS PRACTICES

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

11.47. SUSPENSION AND DEBARMENT

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

11.48. EXCLUDED PARTIES

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

11.49. E-VERIFY

U.S. Department of Homeland Security's E-Verify System. By entering into this Grant Award/Agreement, 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: (1) employed to perform duties within Texas, during the term of the Grant Award/Agreement; and (2) (including subcontractors) assigned by Grantee to perform work pursuant to the Grant Award/Agreement, within the United States of America.

11.50. DRUG-FREE WORKPLACE

Grantee shall comply with the applicable provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. §§ 701 et seq.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free workplace (grants), issued by the Office of Management and Budget and the Department of Defense (32 C.F.R. Part 26) to implement the provisions of the Drug-Free Workplace Act of 1988 is incorporated by reference and Grantee shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

11.51. NO COMMISSIONS

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

11.52. APPLICABLE TAXES

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

11.53. ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY STANDARDS

Effective September 1, 2006, state agencies and institutions of higher education shall procure products which comply with the state of Texas Accessibility requirements for Electronic and Information Resources specified in 1 Texas Administrative Code Chapter

213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

Grantee shall provide Department of Information Resources (DIR) with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the state of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (<http://www.buyaccessible.gov>). Grantees not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide DIR with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at <http://www.section508.gov/>.

11.54. SMOKING POLICY

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

11.55. SUBSTITUTIONS

Substitutions are not permitted without the written approval of THECB.

11.56. CONTRACTING INFORMATION RESPONSIBILITIES

(APPLICABLE FOR CONTRACTS \$1 MILLION AND ABOVE)

Grantee represents and warrants that it will comply with the requirements of Texas Government Code § 552.372(a). Except as provided by Texas Government Code § 552.374(c), the requirements of Texas Government Code §§ 552.371-.376, may apply to the Grant Award/Agreement and Grantee agrees that the Grant Award/Agreement can be terminated if Grantee knowingly or intentionally fails to comply with a requirement of that subchapter.

11.57. CYBERSECURITY TRAINING

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

11.58. DISASTER RECOVERY PLAN

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

11.59. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

This Grant Award/Agreement consists of the following documents: the final executed Grant Award/Agreement (including its Exhibits and any Amendments), THECB's Request for Applications (RFA), and 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 including any addenda issued, (2) addenda to 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 the Parties relating to the subject matter of this Grant Award/Agreement. The Parties further agree that this Grant Award/Agreement may not in any way be explained or supplemented by a prior or existing course of dealings between the Parties, by usage of trade or custom, or by any prior performance between the Parties pursuant to this Grant Award/Agreement or otherwise.

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

APPENDIX A: RFA DEFINITIONS

The following definitions shall apply:

1. **Applicant** – An eligible Texas public institution of higher education, as defined in Subsection 3.1. of this RFA, submitting an Application in accordance with the terms and conditions of this RFA.
2. **Application** – The final document submitted by an Applicant to THECB in response to and in accordance with the terms of this RFA.
3. **Awarded Applicant** – The successful recipient ultimately awarded a Grant by THECB who is responsible for performing all activities required to fully comply with Grant performance requirements and all Grant terms and conditions.
4. **Corequisite** (also known as mainstreaming) – An instructional strategy whereby undergraduate students (i.e., high school complete) are co-enrolled or concurrently enrolled in a developmental education course or non-course competency-based option (NCBO) and the entry-level freshman course of the same subject matter within the same semester. The developmental component provides support aligned directly with the learning outcomes, instruction, and assessment of the entry-level freshman course, and makes necessary adjustments as needed in order to advance students' success in the entry-level freshman course. Participation in the entry-level freshman course is not contingent upon performance in the developmental education component of the corequisite.
5. **Developmental Coursework and/or Intervention** – non-degree-credit coursework and/or activity designed to address a student's strengths and needs in the areas of reading, writing, mathematics, and student success.

NOTE: The corequisite models are limited to the integrated reading/writing and mathematics subject areas only.
6. **Family Educational Rights and Privacy Act (FERPA)** – The Family Educational Rights and Privacy Act is a federal law regarding the privacy of student records and the obligations of the institution, primarily in the areas of release of the records and the access provided to these records. Any educational institution that receives funds under any program administered by the U.S. Secretary of Education is bound by FERPA requirements. IHEs that fail to comply with FERPA may have funds administered by the Secretary of Education withheld.
7. **Notice of Grant Award (NOGA)** – NOGA is the term applied to the official document used by THECB to notify grantees that funding has been approved. NOGAs include such information as award amount, project and budget periods, and specific award terms and conditions. The NOGA creates a legally binding agreement between the parties and incorporates the RFA and the Application into the agreement. Throughout this RFA the terms "NOGA," "Contract," and "Grant" are used interchangeably.
8. **State Fiscal Year** – The period of time beginning September 1 and ending on the following August 31, both dates inclusive.

2021 College Readiness and Completion Models Grant Program

9. **State of Texas Business Days** – Monday through Friday, 8:00 a.m. to 5:00 p.m. CST/CDT, except for scheduled state of Texas and national holidays.
10. **Texas Higher Education Coordinating Board (THECB)** – The Texas Higher Education Coordinating Board, an agency of the state of Texas.
11. **Undergraduate student** – a student, other than a high school student enrolled in college-level coursework for dual credit, who enrolls at a Texas public institution of higher education in a field or program of study
12. **Underprepared student** – any non-exempt student who has not met a college-readiness benchmark and/or not demonstrated college readiness and is therefore subject to TSI.

APPENDIX B: CALENDAR OF EVENTS

July 19, 2021	Request for Applications Published
August 2, 2021	Notice of Intent (REQUIRED) (5:00 p.m. CST/CDT)
August 2, 2021	Inquiry Deadline (5:00 p.m. CST/CDT)
August 11, 2021	Application Deadline (5:00 p.m. CST/CDT)
August 16, 2021	THECB Announces Grant Awards
Upon Execution	Grant Period Begins
45 days after Contract Execution	Project Work Plan due to THECB (Subsection 8.5.)

REPORTING SCHEDULES

College Readiness Models (Upon Execution through August 31, 2023)

Dates Due to THECB	Report
2021: Oct 15 2022: Jan 14, Apr 15, July 15, Oct 14 2023: Jan 13, Apr 14, July 14, Sept 15	Quarterly DEAC Progress Reports
2022: Jan 31, Sept 30 2023: Jan 31, Nov 17	Expenditure Reports
2022: Sept 30 (Interim) 2023: Nov 17 (Final)	Project Reports

Completion Models (Upon Execution through August 31, 2022)

Dates Due to THECB	Report
2022: Jan 31, Oct 28 (Final)	Expenditure Reports
2022: Jan 31, Oct 28 (Final)	Project Reports

APPENDIX C: GRANT APPLICATION EVALUATION FORMS

APPENDIX C-1: GRANT APPLICATION EVALUATION FORM

College Readiness Models

Reviewer Number: _____ Applicant Name: _____

Program Components		
	Maximum Points	Points Awarded
1. Developmental Education Advisory Committee (DEAC)		
a. Degree to which proposed DEAC aligns with structure outlined in RFA.	10	
b. Strength/clarity of DEAC's first-year proposed key action items and priority rationale.	10	
2. Scaling Corequisite Enrollments		
a. Strength/clarity of Applicant's plan to scale corequisite course enrollments beyond House Bill 2223 requirements for <i>Integrated Reading and Writing (IRW) courses</i> .	10	
b. Strength/clarity of Applicant's plan to scale corequisite course enrollments beyond House Bill 2223 requirements for <i>mathematics courses</i> .	10	
3. Multiple Measures Assessment (MMA)		
Strength/clarity of Applicant's plan to develop and implement an MMA protocol.	10	
4. Professional Development		
a. Strength/clarity of Applicant's plan to recruit/select faculty to participate in the THECB's micro-credentialing/badging program.	10	
b. Strength/clarity of Applicant's plan to recruit/select faculty to incentivize participation in the THECB's micro-credentialing/badging program.	10	
5. Budget		
Budget for the project is reasonable and cost effective; the purpose and explanation for the line items provides a strong connection to the proposed work.	20	
6. Overall Assessment		
Application is professionally written, comprehensive, and makes a persuasive case that funding will have a significant impact on furthering the institution's work to achieve stated goals.	10	
7. Competitive Preference Criteria (CPC)		
Compelling additional information on equitable learning opportunities and services.	15	
TOTAL POINTS AWARDED	115	

APPENDIX C-2: GRANT APPLICATION EVALUATION FORM

Completion Models

Reviewer Number: _____ Applicant Name: _____

1. Program Components	Maximum Points	Points Awarded
a. Identification of the top five high failure (D/F/W) courses	5	
b. Strength/clarity of rationale supporting the selection	10	
c. Strength/clarity of student support plan	20	
d. Demonstrated competence and capacity regarding ability to monitor and track students	10	
2. Description of Applicant Institution		
Demonstrate rationale for Completion Model Grant funds and institutional capacity to commit to project, including leadership engagement.	15	
3. Projected Timeline and Outcomes		
Proposed goals and metrics are clear, ambitious, and feasible to close attainment gaps and increase student success	10	
4. Budget		
Budget for the project is reasonable and cost effective; the purpose and explanation for the line items provides a strong connection to the proposed work.	20	
5. Overall Assessment		
Application is professionally written, comprehensive, and makes a persuasive case that funding will have a significant impact on furthering the institution's work to achieve stated goals.	10	
6. Competitive Preference Criteria (25 possible points)		
<i>Element One</i> Compelling additional information on equitable learning opportunities and services.	15	
<i>Element Two</i> Recipient successfully completed an RFA process for College Readiness and Success Models (CRSM) Gateway Completion or Comprehensive Student Success Program (CSSP).	10	
TOTAL POINTS AWARDED	125	

APPENDIX D: CHECKLIST OF REQUIRED FORMS & ATTACHMENTS

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

APPENDIX E: SAMPLE NOTICE OF GRANT AWARD



Texas Higher Education
Coordinating Board

THECB Award Number: {XXXX}
Appropriation Year (AY): 2021

Notice of State Grant Award to {contracted_party}

Grantee Name and Address: {contracted_party} {contractedPartyAddress} {contractedPartyCity}, {contractedPartyState} {contractedPartyZip}	Grant Title: 2021 College Readiness and Completion Models <hr/> Amount of Award: \$ {total_\$} <hr/> Division: Funding Code and Division Name, Ex: 070 Academic Quality and Workforce <hr/> Term of Grant: Month Day, Year – Month Day, Year All funds must be expended by August 31, 2022. <hr/> Payment Method: – will vary. Funds are payable after execution of the NOGA X percent payable upon execution. 50 percent payable upon receipt and approval by THECB staff of reporting requirements as detailed in the RFA. The advancement of funds is necessary to enable the Grantee to fully perform the Services described in its Application. All funds will be disbursed using AY 20XX funds.
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Authority: Texas Education Code, § 61.0762(a)(5), 86th Leg, SB1, GAA, Article III-59, Rider 32, Developmental Education

The Texas Higher Education Coordinating Board’s (THECB) and Grantee’s (collectively, referred to as “the Parties”) execution of this Notice of Grant Award creates a legally binding agreement between the Parties. The Program requirements (e.g., objectives, scope, budget, methodology) as stated in (1) the original Request for Application (RFA) including any addenda issued, (2) addenda to Grantee’s Application (if any), and (3) Grantee’s Application are incorporated into and made a part of this Notice of Grant Award for all purposes, supersede any prior or contemporaneous understandings between the Parties pertaining to the subject matter herein whether oral or written, and collectively constitute the entire agreement between the Parties. In the event of a conflict in the language contained in the incorporated documents, conflicts shall be resolved by reference to the language contained in the documents in the order listed above.

Any changes in the approved Grant must follow THECB’s amendment process as defined in the RFA. If not a strictly reimbursable award, any funds received by Grantee and not expended prior to the end of the grant term indicated above shall be returned to THECB within ninety (90) calendar days unless otherwise agreed by THECB and Grantee.

Approving THECB Official:	Approving Grantee Official:
{signContact} {signContacttitle}	{signed_by} {signed_bytitle}
Date:	Date:

APPENDIX F: FORM 4 – Proposed Budget

[Insert Name of Institution Here]

Texas Higher Education Coordinating Board
2021 College Readiness and Completion Models
Grant Application
PROPOSED BUDGET (FORM 4)

Model: Place an "X" in the appropriate box below.			
College Readiness		Completion	

Section One: Budget Overview

I. RFA Section	II. Budget Category	III. Amount
Section 5.2.1	Administrative Personnel	\$
	Other Professional/Support Staff	\$
	Fringe Benefits	\$
	Travel	\$
	Equipment and Supplies	\$
	Other Direct Costs	\$
	Total Requested Funding	\$

Section Two: Budget Narrative

Administrative Personnel
Other Professional/Support Staff
Fringe Benefits
Travel
Equipment and Supplies
Other Direct Costs

APPENDIX G: FORM 1 – COVER SHEET

Texas Higher Education Coordinating Board
 2021 College Readiness and Completion Models
GRANT APPLICATION COVER SHEET (FORM 1)

An Eligible Applicant may submit a maximum of one (1) Application per model, for a total of two (2) applications maximum. A complete and separate application must be submitted for each model the Applicant chooses to apply for.

Model: Place an "X" in the appropriate box below.			
College Readiness		Completion	

Applicant:	
Address:	
City/State/Zip Code:	
Project Director Name:	
Title:	
Phone Number:	
E-Mail Address:	
Project Co-Director Name:	
Title:	
Phone Number:	
E-Mail Address:	

APPENDIX H: FORM 2 – CERTIFICATION AND LEADERSHIP COMMITMENT

Texas Higher Education Coordinating Board
 2021 College Readiness and Completion Models
 Grant Application
CERTIFICATION AND LEADERSHIP COMMITMENT PAGE (FORM 2)

APPLICANT:

1. Certification of Information Contained in this Application (RFA Section 8.7)

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

By submitting this document, the signatory certifies to the following:

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

Model: Place an "X" in the appropriate box below.			
College Readiness		Completion	

Contact Information for Person Authorized to Submit Application

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

Authorizing Signature

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

Name			
Title:			
Signature:		Date:	

APPENDIX I: GRANT APPLICATIONS

APPENDIX I-1: FORM 3 a - GRANT APPLICATION
College Readiness Models

[Insert Name of Institution Here]

Texas Higher Education Coordinating Board
2021 College Readiness and Completion Models (CRCM-2021)
GRANT APPLICATION (FORM 3)
College Readiness Models

Applicant should refer to the following sections of the CRCM-2021 RFA for information related to this grant application: 3.2 (Eligible Projects), 7.2 (General Criteria for Award Selection), and 7.3 (Competitive Preference Criteria for Award Selection).

1. Developmental Education Advisory Committee (DEAC)

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

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

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

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

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

[Insert Name of Institution Here]

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

2. Scaling Corequisite Enrollments

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

2.1 Integrated Reading and Writing

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

2.2 Mathematics

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

3. Multiple Measures Assessment

Provide an overview of the Applicant’s plan to develop and implement a multiple measure assessment (MMA) protocol. (250 words maximum)

[Insert response here]

4. Professional Development

4.1. Provide an overview of the Applicant’s plan to recruit/select faculty to participate in the THECB’s micro-credentialing/badging program. (250 words maximum)

[Insert response here]

4.2. Provide an overview of the Applicant’s plan to incentivize participation in the THECB’s micro-credentialing/badging program. (250 words maximum)

[Insert response here]

[Insert Name of Institution Here]

5. Competitive Preference Criteria (for additional points)

ELEMENT ONE

Applicant provides compelling additional information on how the Completion Models Grant Program may create or provide alignment with equitable learning opportunities and services to support under-represented populations such as African American, Hispanic, or economically disadvantaged students at the institution. (250 words maximum)

[Insert response here]

APPENDIX I-2: FORM 3b – GRANT APPLICATION
Completion Models

[Insert Name of Institution Here]

Texas Higher Education Coordinating Board
2021 College Readiness and Completion Models (CRCM-2021)
GRANT APPLICATION (FORM 3)
Completion Models

Applicant should refer to the following sections of the CRCM-2021 RFA for information related to this grant application: 3.2. (Eligible Projects), 7.2. (General Criteria for Award Selection), and 7.3. (Competitive Preference Criteria for Award Selection).

1. Program Components

- a. Provide the institution’s top five (5) high failure (grades of D or F) or withdrawal first-year courses traditionally offered in the spring semester. Please identify if the course is listed as a core-curriculum course at your institution and if you plan to select this course as part of the Completion Models Grant Program.

Course			Core-curriculum	Completion Model
Prefix	Number	Name	Yes/No	Yes/No
<i>ENGL</i>	<i>1302</i>	<i>Composition II</i>	<i>Yes</i>	<i>Yes</i>

- b. Provide the rationale of why courses were chosen, including any data such as previous pass rates used by institution for decision making, and how your institution defines “high” failure (grades of D or F) and withdrawals. (250 words maximum)

- c. Student Support Plan: What programs or activities do you plan to develop, scale, or enhance as your Completion Models to directly support students? Please describe and include how your institution anticipates using the funds to support program. (250 words maximum)

[Insert Name of Institution Here]

- d. Provide information on how the Applicant Institution will identify and monitor students receiving support through courses and activities selected. Describe institutional track record of identifying and tracking these students. (250 words maximum)

2. Description of Applicant Institution

Describe the rationale behind requesting programmatic support for these specific courses and institution’s level of commitment to the project. (250 words maximum)

3. Projected Timeline and Outcomes

- a. Provide an estimate of the number of students anticipated to be served by the Completions Model Program during the time periods indicated below. (insert additional rows as needed)

Course (Prefix-Number)	Semester	# of Students
<i>ENGL-1302</i>	<i>Spring 2022</i>	<i>60</i>

- b. Based on your strategies and activities to implement, what goals and metrics are being measured?

4. Competitive Preference Criteria (for additional points)

ELEMENT ONE

Applicant provides compelling additional information on how the Completion Models Grant Program may create or provide alignment with equitable learning opportunities and services to support under-represented populations such as African American, Hispanic, or economically disadvantaged students at the institution. (250 words maximum)

[Insert Name of Institution Here]

ELEMENT TWO

Applicant identifies as a past recipient that successfully completed an RFA process resulting in an award for College Readiness and Success Models (CRSM) Gateway Completion or Comprehensive Student Success Program (CSSP).

Yes		No	
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