

Request for Applications

Carl D. Perkins State Leadership Grant Program

2024-2025

CAPPS#00760

INQUIRY DEADLINE: 11:59 p.m. CT, June 26, 2024

APPLICATION DEADLINE: 11:59 p.m. CT, July 8, 2024

CERTIFICATION FORMS DEADLINE: 11:59 p.m. CT, July 8, 2024

Table of Contents

1.	OVERVIEW OF FUNDING OPPORTUNITY	1
1.1	PROGRAM TITLE	1
1.2	SYNOPSIS OF PROGRAM	1
1.3	PROGRAM AUTHORITY	1
1.4	POINTS OF CONTACT	1
1.5	INQUIRIES	2
2.	AWARD SUMMARY	2
2.1	MAXIMUM NUMBER OF AWARDS ANTICIPATED AND MAXIMUM AWARD AMOUNT ANTICIPATED	2
2.2	GRANT PERIOD	2
2.3	SELECTION FOR FUNDING	2
2.4	APPLICATION TIMELINE	3
3.	ELIGIBILITY REQUIREMENTS	3
3.1	ELIGIBLE APPLICANT	3
3.2	ELIGIBLE PROJECTS	3
3.3	PRIORITY PROJECTS	3
3.4	MAXIMUM NUMBER OF APPLICATIONS PER APPLICANT	3
3.5	NOTICE OF INTENT TO APPLY	3
4.	APPLICATION SUBMISSION	3
4.1	APPLICATION DEADLINE: 11:59 p.m. CT, July 8, 2024	3
4.2	THECB CONFIRMATION OF APPLICATION RECEIPT	4
4.3	COST OF APPLICATION PREPARATION	4
4.4	APPLICATION DELIVERY AND LATE APPLICATIONS	4
5.	PROGRAM BACKGROUND	5
5.1	DETAILED PROGRAM OVERVIEW	5
6.	PROJECT REQUIREMENTS	5
6.1	FUNDING RESTRICTION	5
6.2	ALLOWABLE COSTS AND PROHIBITED COSTS	6
6.2.1	Allowable Cost Categories.	6
6.2.2	Prohibited Costs	6
6.2.3	Budget Changes	6
7.	AWARD SELECTION CRITERIA	6
7.1	APPLICATION SCREENING	7
7.2	PRIORITY CRITERIA FOR AWARD SELECTION	7
7.3	GENERAL CRITERIA FOR AWARD SELECTION	7
	7.3.1 FY 2024-2025 GRANT COMPETITIONS	8
7.4	RECOMMENDATION FOR FUNDING	10

Carl D. Perkins Leadership Grant Program

8.	APPLICATION FORMAT AND CONTENT	10
8.1	CERTIFICATION OF APPLICATION INFORMATION (FORM 1).....	10
8.2	PROJECT NARRATIVE	11
8.2.1	Contact Information.....	11
8.2.2	Project Summary.....	11
8.3	PROJECT WORK PLAN OR TIMELINE	11
8.3.1	Project Goal Statement.....	12
8.3.2	Major Project Objectives and Expected Outcomes	12
8.3.3	Supporting Evidence	12
8.4	PROJECT EVALUATION	12
8.5	BUDGET	13
8.6	FINANCIAL VIABILITY	13
8.7	EVIDENCE OF LEADERSHIP COMMITMENT.....	13
8.8	ATTACHMENTS	13
9.	DISTRIBUTION OF AWARD FUNDS.....	13
9.1	ISSUANCE OF GRANT AWARD.....	13
9.2	“DISCLOSURE OF INTERESTED PARTIES” REQUIREMENT	14
9.3	FUNDS DISBURSEMENT AND PAYMENT TERMS.....	14
9.4	LAST DAY OF EXPENDITURES	14
9.5	GRANT EXTENSION	14
10.	MONITORING AND REPORTING REQUIREMENTS.....	15
10.1	MONITORING.....	15
10.2	PROJECT/PROGRAM NARRATIVE REPORTS (QUARTERLY REPORTS)	15
10.3	FINANCIAL (EXPENDITURE) REPORTS	15
11.	TERMS AND CONDITIONS.....	16
11.1	Termination	16
11.1.1	Convenience of the State.....	16
11.1.2	Termination for Cause	16
11.1.3	Abandonment or Default	17
11.1.4	Applicable Law and Conforming Amendments.....	17
11.1.5	Excess Obligations (Non-Appropriation).....	17
11.1.6	Effect of Termination	17
11.1.7	Transfer of Duties.....	17
11.2	Amendment.....	18
11.3	Sovereign Immunity.....	18
11.4	Assignment	18
11.5	Delegation or Subcontracting.....	18
11.6	Right to Audit and Records Retention	18
11.7	Time and Effort Recordkeeping	19

Carl D. Perkins Leadership Grant Program

11.8	Texas Grant Management Standards	19
11.9	Forms, Assurances, and Reports.....	20
11.10	Site Visits.....	20
11.11	Supplanting Prohibition.....	20
11.12	Carryover of Funds	20
11.13	Applicable Conditions and Uniform Assurances.....	20
11.14	Dispute Resolution	20
11.15	Public Disclosure.....	20
11.16	Confidentiality, Public Information Act, and FERPA	21
11.18.1	Public Information Act	21
11.18.2	Family Educational Rights and Privacy Act.....	22
11.17	Ownership	22
11.18	Governing Law and Venue.....	23
11.19	Additional Grantee Responsibilities	23
11.20	Conflict of Interest.....	24
11.21	Disclosure of Interested Parties.....	24
11.22	Financial Interests and Gifts	24
11.23	Antitrust.....	24
11.24	Equal Opportunity	24
11.25	Independent Contractor.....	25
11.26	Eligibility/Authorization to Work in the United States	25
11.27	Prohibition on Use of Funds for Lobbying	25
11.28	Buy Texas	25
11.29	Provision of Services.....	26
11.30	Force Majeure	26
11.31	Notice26	
11.32	False Statements; Breach of Representations.....	26
11.33	Severability and Waiver.....	26
11.34	Human Trafficking Prohibition.....	27
11.35	Foreign Terrorist Organizations.....	27
11.36	System for Award Management.....	27
11.37	Notification of Grant Agreement.....	27
11.38	Insurance	27
11.39	Debts and Delinquencies to the State	29
11.40	Deceptive Trade Practices; Unfair Business Practices	29
11.41	Suspension and Debarment	29
11.42	Excluded Parties	29
11.43	E-Verify: U.S. Department of Homeland Security’s E-Verify System	30
11.44	Drug-Free Workplace.....	30

11.45 No Commissions30

11.46 Applicable Taxes30

11.47 Electronic and Information Resources Accessibility Standards30

11.48 Smoking Policy31

11.49 Substitutions.....31

11.50 Grantee Information Responsibilities.....31

11.51 Cybersecurity Training31

11.52 Disaster Recovery Plan31

11.53 Entire Agreement and Order of Precedence32

11.54 Federal Solid Waste Disposal Act32

11.55 Clean Air Act and Federal Water Pollution Control Act32

11.56 Disclosure of Violations of Federal Criminal Law33

Appendix A: RFA DEFINITIONS.....34

Appendix B: CALENDAR OF EVENTS.....35

Appendix C: APPLICATION EVALUATION FORM36

EVIDENCE TIER BONUS POINTS36

Appendix D: CHECKLIST OF REQUIRED SECTIONS37

Appendix E: SAMPLE NOTICE OF GRANT AWARD38

Appendix F: TEXAS EVIDENCE-BASED GRANTMAKING MODEL.....39

A.1 GLOSSARY OF EVIDENCE TERMS.....39

A.2 WHY EVIDENCE-BASED GRANT-MAKING?.....40

A.3 BUILDING EVIDENCE FOR THE FUTURE.....40

THE EVIDENCE TIERS41

 1. High Evidence Program Tier41

 2. Moderate Evidence Program Tier41

 3. Performance Program Tier.....42

 4. Experience Program Tier.....42

 5. New Program Tier42

A.5 WHERE TO ACCESS MODELS FOR HIGH OR MODERATE TIERS DEFINITIONS AND STUDIES42

DETERMINING WHICH EVIDENCE TIER TO USE.....43

1. OVERVIEW OF FUNDING OPPORTUNITY

1.1 PROGRAM TITLE

Perkins State Leadership Grant Program

1.2 SYNOPSIS OF PROGRAM

State Leadership grants are awarded to eligible and selected public postsecondary institutions that have submitted successful applications. Selection of projects is competitive and will be based on review and evaluation by THECB staff. Selected projects must adhere to the provisions set forth in the Leadership Request for Applications (RFA); clearly support the criteria, goals and objectives presented in Section 10 of the RFA; and use funds received to improve career and technical education programs as described in Title I, Section 124 of the Perkins Act. There are two competitions:

- i. Field Based Innovation
- ii. Perkins Excellence in Access and Opportunity Grant (PEAOP)

These tracks must support the goals and objectives identified and described in the following documents:

- [Perkins V State Plan 2020-2024](#)
- The Strengthening Career and Technical Education Act (Perkins V)
- [Building a Talent Strong Texas](#) Strategic Plan for Higher Education

This Request for Applications (“RFA”) is to support eligible Applicants that intend to use such funds to improve career and technical education programs in alignment with the required and permissible uses of State Leadership funds. State agencies administering Perkins V are responsible for promoting required uses and tracking how funds are utilized for those purposes.

1.3 PROGRAM AUTHORITY

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

1.4 POINTS OF CONTACT

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

Dr. Audra Patridge, Assistant Director

Workforce Education
Texas Higher Education Coordinating Board
Email: Audra.Patridge@highered.texas.gov
Phone: 512-427-6240

Erin Sarbinoff, Grants Coordinator
Workforce Education
Texas Higher Education Coordinating Board
Email: Erin.Sarbinoff@highered.texas.gov
Phone: 512-427-6129

1.5 INQUIRIES

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

Any information deemed by THECB to be important and of general interest or which modifies requirements of the RFA shall be sent in the form of an Addendum to the RFA to all Applicants that have submitted an Application. All Applicants must acknowledge receipt of all addenda, if any, to this RFA by an email to [Perkins@highered.texas.gov].

2. AWARD SUMMARY

2.1 MAXIMUM NUMBER OF AWARDS ANTICIPATED AND MAXIMUM AWARD AMOUNT ANTICIPATED

Contingent upon the amount of appropriation available, THECB expects to award approximately \$3,700,000 in Grant Awards for the Grant Period of September 1, 2024, through August 31, 2026.

2.2 GRANT PERIOD

The Grant Period will begin upon the execution of the Notice of Grant Award (NOGA) or on September 1, 2024, whichever is later, and will conclude on August 31, 2025, for a single-year grant period or August 31, 2026, for a two-year grant period. Awarded Applicants will have obligations that extend beyond the Grant Period.

2.3 SELECTION FOR FUNDING

The funding available to support State Leadership Grants in Fiscal Years (FY) 2025 and FY 2026 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 8, 2024	Application Deadline
June 12, 2024	THECB Announcement of Grant Awards

3. ELIGIBILITY REQUIREMENTS

3.1 ELIGIBLE APPLICANT

Entities in the following categories and located in Texas are eligible to apply for a State Leadership Grant Award:

All public two-year postsecondary institutions eligible for the Perkins Basic Grant are eligible to apply for the State Leadership grants.

3.2 ELIGIBLE PROJECTS

Applications submitted under this RFA must serve the purposes of the Perkins State Leadership Grant Program as defined in Section 5 of this RFA.

3.3 PRIORITY PROJECTS

Applications that meet one or more of the Priority Selection Criteria in Section 7.2 and Appendix F regarding evidence-based proposals will be given priority in the award selection process.

3.4 MAXIMUM NUMBER OF APPLICATIONS PER APPLICANT

An Eligible Applicant may submit a maximum of one Application.

3.5 NOTICE OF INTENT TO APPLY

A Notice of Intent to Apply (NOI) is required. Interested applicants must click [here](#) to notify THECB of their intent to apply and receive an username and password to apply.

4. APPLICATION SUBMISSION

4.1 APPLICATION DEADLINE: 11:59 p.m. CT, July 8, 2024

Applications must be:

- completed according to the guidelines in Section 8
- submitted by an authorized agent of the Applicant entity

- submitted via email to [Perkins Portal](#) to the Point of Contact listed in Section 1.4.

*Late or incomplete Applications will not be accepted. Applications submitted to an address different from [Perkins Portal](#) 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 agreement if there is one. The issuance of this RFA does not guarantee that an agreement will ever be awarded. THECB reserves the right to amend the terms and provisions of the RFA, negotiate with Applicant, add, delete, or modify the agreement 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.

4.2 THECB CONFIRMATION OF APPLICATION RECEIPT

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

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

4.3 COST OF APPLICATION PREPARATION

All costs associated with the preparation and submission of an Application for this RFA are the responsibility of Applicant.

4.4 APPLICATION DELIVERY AND LATE APPLICATIONS

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

Applications shall be considered to be “on time” if they are received on or before the date and time of established deadlines. Applicant shall be solely responsible for ensuring that Application is received by THECB prior to the deadlines outlined in Section 4. THECB shall not be responsible for failure of electrical or mechanical equipment, operator error, or inability of an electronic delivery agent to deliver an Application prior to the deadline. Failure to respond in a timely manner to this RFA shall result in the 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

Federal Perkins legislation, in its current form, was enacted in 1984 to improve the skills of the labor force and provide equal opportunities for adults in CTE. The 2018 reauthorization of the Perkins Act (Perkins V) strengthened requirements and accountability for the performance of students in the Act's nine designated special populations categories.

State Leadership Grant projects are designed to inform and improve CTE Basic Grant activities. These activities develop more fully the academic knowledge and technical and employability skills of postsecondary education students who enroll in CTE programs of study.

Goals

Each State Leadership Grant project will improve career and technical education, which includes:

- Preparation for nontraditional fields in current and emerging professions
- Activities to support special populations
- Exposure for students to high-skill, high-wage, and in-demand occupations
- Support for CTE educational opportunities for individuals with disabilities and individuals in state institutions such as corrections and juvenile justice
- Activities for recruiting, preparing, or retaining career and technical education teachers, faculty, and specialized instructional support staff, such as pre-service teacher development, professional development, or leadership development
- Technical assistance for eligible recipients
- A report on the effectiveness of the use of grant funds in achieving goals for preparing an educated and skilled workforce and meeting the skilled workforce needs of employers, including in existing and emerging in-demand industry sectors and occupations as identified by the state, and how the state's CTE programs help to meet those goals in reducing disparities or performance gaps in state-determined levels of performance of all CTE concentrators.

6. PROJECT REQUIREMENTS

6.1 FUNDING RESTRICTION

Perkins State Leadership Grant Program funds shall not be substituted for any other funds available to the Applicant or any program or project partners. Awarded funds shall be spent only on expenses that support the State Leadership Grant as documented in the Applicant's Budget and Timeline. **Equipment must be purchased by April 30, 2026, for Field Based Innovation Competition grantees. PEAOP Competition grantees are not allowed to purchase equipment.**

Please consult the [Perkins V Administrative Manual](#) for any additional restrictions or deadlines.

6.2 ALLOWABLE COSTS AND PROHIBITED COSTS

6.2.1 Allowable Cost Categories.

Please consult pages 29-36 of the [Perkins V Administrative Manual](#) for allowable costs and prohibited costs.

In addition, the applicable cost principles, as established by the Federal Office of Management and Budget (OMB), are posted online at [eCFR — Code of Federal Regulations](#) and [eCFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#) for:

- Open-enrollment charter schools operated by an institution of higher education (i.e., college or university)
- Institutions of higher education

6.2.2 Prohibited Costs.

Please consult pages 29-36 of the [Perkins V Administrative Manual](#) for allowable costs and prohibited costs.

In addition, the applicable cost principles, as established by the Federal Office of Management and Budget (OMB), are posted online at [eCFR — Code of Federal Regulations](#) and [eCFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#) for:

- Open-enrollment charter schools operated by an institution of higher education (i.e., college or university)
- Institutions of higher education

6.2.3 Budget Changes

Submission of a Budget Change Request (Amendment) and THECB's prior written approval is required to allow changes to the budget categories. Please read our [When to Amend Application/Budget Policy](#).

Budget Change Request approval will be processed in the [Perkins Portal](#) and the grantee will be notified of the approval.

7. AWARD SELECTION CRITERIA

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

This RFA is designed to issue Grant Awards that provide the best overall value to the state. Selection criteria shall be based on eligibility requirements, funding priorities (if applicable), and project quality, as determined by reviewer criteria, and other factors, including past performance on THECB grants.

7.1 APPLICATION SCREENING

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

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

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

7.2 PRIORITY CRITERIA FOR AWARD SELECTION

An eligible Applicant's proposed project may be given priority in the selection process based on the evidence-based tier selected in association with the project proposal. Selection of an evidence-based tier is noted in Section 8.3.3 of this RFA. The evidence-based tiers are described in detail in Appendix F of this RFA. The bonus points awarded are described in Appendix C of this RFA.

7.3 GENERAL CRITERIA FOR AWARD SELECTION

Successful applications for a Perkins State Leadership Grant will address criteria one through seven:

1. All projects must seek to contribute to the overall advancement of career and technical education in Texas and its regions, as opposed to projects that benefit a single institution. This may be accomplished through statewide capacity-building training, recruitment of grant partners, or other effective means. CTE advancement approaches must include one or more state conference presentations, participation in THECB's annual Perkins Leadership Projects event,
2. All projects must demonstrate that the proposed program design supports equitable access and opportunity for success for special populations students as defined in Perkins V, Sec. 3(48):
 - a. individuals with disabilities;
 - b. individuals from economically disadvantaged families, including low-income youth and adults;
 - c. individuals preparing for non-traditional fields;
 - d. single parents, including single pregnant women;
 - e. out-of-workforce individuals;
 - f. English learners;
 - g. Homeless individuals described in section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C 11434a);
 - h. Youth who are in, or have aged out of, the foster care system; and

- i. Youth with a parent who
 - i. Is a member of the armed forces (as such term is defined in section 101(a)(4) of title 10, United States Code); and
 - ii. Is on active duty (as such term is defined in section 101(d)(1) of such title).

("Youth" as it is used in items 2, 8, and 9 above refers to individuals of age 17-24.)

3. All projects must include a sustainability plan and budget that demonstrate commitment to continuing the project's activities and deliverables beyond the Perkins funding period.
4. All projects must focus on improving student credential completion in CTE in one or more of the [Texas Career Clusters](#).
5. Students participating in projects must become part of a trackable cohort for interim- and post-program evaluation.
6. Projects may seek to build upon previously funded projects or programs or may propose new, innovative projects.
7. All projects related to curriculum development or redesign must indicate adherence with applicable sections of the Guidelines for Instructional Programs in Workforce Education (GIPWE) and the Workforce Education Course Manual (WECM).

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

7.3.1 FY 2024-2025 GRANT COMPETITIONS

In addition to addressing the criteria above, applicants for FY 2025 Perkins State Leadership Grants must propose projects that fulfill the goals and objectives of one of the two grant competitions specified below.

Competition 1: Field Based Innovation

THECB intends to award grants for Field Based Innovation Program (FIP) for up to a single-year or two-year grant period. The awards for this competition will be in the \$175,000 to \$200,000 range. The funding award amount for FIP is \$2,000,000.

Goal: The purpose of this competition is to advance the [goals](#) of *Building a Talent Strong Texas* through high quality, evidence-based projects stemming from the ingenuity, creativity and expertise held by community and technical educators in Texas.

Description: Awards will be made to projects that respond to one or more of the three goals defined by Building a Talent Strong Texas as well as meet the requirements of Perkins Leadership funding described in Section 7.3 of this RFA:

- Attainment of certificates and degrees so at least 60% of Texans ages 25-64 have a postsecondary credential of value by 2030.
- Postsecondary credentials of value aligned with workforce demands that will raise incomes for individual Texans while reducing debt.
- Research, development, and innovation that drives discovery, improves lives, broadens education, and creates new jobs.

THECB encourages applicants to review the aims and strategies covered in [Building a Talent Strong Texas](#) as applications are developed. In the spirit of supporting inquiry and activity originating from the field, projects may focus on any aspect of the required uses allowed by Perkins V.

Eligibility: All Perkins-eligible postsecondary institutions located in Texas.

Evaluation: Successful proposals will adhere to the criteria listed in Section 7.3 of this RFA and specify which required or permissible uses are addressed by the project. Projects will be judged on the soundness of their rationale and design, including strength of evidence provided for the selected evidence tier, plans for evaluation and dissemination, and the number of postsecondary institutions and students potentially impacted. Regional coalitions of institutions and employers and projects with intentional alignment between or integration with existing and emerging regional efforts in Texas will be given particular consideration.

Competition 2: Perkins Excellence in Access and Opportunity (PEAOP)

THECB intends to award PEAOP grants for up to a single year or two-year period. The awards for this competition will be in the \$175,000 to \$200,000 range. The funding award amount for PEAOP is \$1,700,000.

Goal: The goal of this competition is to support high quality, evidence-based programs to increase equitable access to Career and Technical Education programs and equitable opportunities for success for new and current students with documented barriers to attainment of high value CTE credentials.

Description: THECB seeks projects that are evidence-based and designed specifically for students with unique or special circumstances, defined as Perkins V's nine categories of special populations (Perkins Act, Sec. 3(48) Special Populations). The special populations are:

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

Project must also meet the requirements of Perkins Leadership funding described in Section 7.3 of this RFA. In the spirit of supporting inquiry and activity originating from the field, projects may focus on any aspect of the required uses allowed by Perkins V.

Eligibility: All Perkins-eligible postsecondary institutions located in Texas.

Evaluation: Successful proposals will adhere to the criteria listed in Section 7.3 of this RFA and specify which required or permissible uses are addressed by the project. Projects will be judged on the soundness of their rationale and design, including strength of evidence provided for the selected evidence tier, plans for evaluation and dissemination, and the number of postsecondary institutions and students potentially impacted. Regional coalitions of institutions and employers and projects with intentional alignment between or integration with existing and emerging regional efforts in Texas will be given particular consideration.

Nontraditional Fields Bonus Award

THECB encourages inclusion of a nontraditional field element in the development of PEAOP project applications. Reflecting the emphasis placed on the preparation for nontraditional fields in current and emerging professions in Perkins V (Special Population #3), THECB intends to award bonus funding for PEAOP projects that incorporate nontraditional fields of \$45,000 for single year or two-year period. The projects selected for bonus funding will address the development or improvement of programs specifically supporting the success of underrepresented gender groups in established and emerging professions in high-skills/high-wage CTE programs. Nontraditional fields efforts should be incorporated in the proposed application description and budget for a project.

7.4 RECOMMENDATION FOR FUNDING

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

8. APPLICATION FORMAT AND CONTENT

An application must include the elements described in Subsections 8.1 through 8.8 of this RFA. The Application Forms are available on THECB's website:

1. [Field Based Innovation](#)
2. [Perkins Excellence in Access and Opportunity Program \(PEAOP\)](#)

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

The Application must be completed and submitted in the [Perkins Portal](#).

8.1 CERTIFICATION OF APPLICATION INFORMATION (FORM 1)

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

1. [Field Based Innovation Competition](#)
2. [Perkins Excellence in Access and Opportunity Program \(PEAOP\) Competition](#)

8.2 PROJECT NARRATIVE

8.2.1 Contact Information

Provide Applicant contact information. Provide Partner contact information (if applicable). Provide location information on the proposed program/project.

8.2.2 Project Summary

The summary must identify the Project Goal Statement (see Section 8.3.1) and provide a brief description of the overall project plan and select whether you are requesting a one-year project or two-year project. Here are guidelines for selecting between a one-year implementation and a two-year implementation for a grant proposal:

When assessing the timeline for executing your proposed project in your grant application, carefully consider the scale, objectives, and tasks involved.

A one-year grant may be appropriate for smaller, more focused initiatives with well-defined outcomes, whereas a two-year grant offers greater flexibility and the potential for deeper impact through extended planning and execution. The choice ultimately hinges on the specific requirements and aspirations of the project or institution.

Your decision between a one-year and a two-year implementation should be informed by various factors: project complexity, available resources, stakeholder engagement, capacity development, evaluation mechanisms, and risk mitigation strategies.

The applicant's decision should be strategic, rooted in a comprehensive evaluation of the project's requisites, objectives, and contextual nuances. Clearly justify the selected implementation timeline in your grant proposal, illustrating its alignment with the project's aims, feasibility, and capacity for effecting change.

8.3 PROJECT WORK PLAN OR TIMELINE

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

8.3.1 Project Goal Statement

The Project Goal Statement shall identify the ultimate outcome of the project. Briefly discuss key points of the proposed project. The summary must address the purpose, justification, methodology, and products/outcomes for the project.

8.3.2 Major Project Objectives and Expected Outcomes

Major Project Objectives measure the progress toward the project goal. Objectives should be specific and measurable. Successful Applications will identify student- and project-related products and outcome(s), discuss project implementation, and describe how products and outcomes will be disseminated among and beyond project partnerships. Applicants must discuss incentives, strategies, or techniques that will be used to make grant deliverables available to other institutions and regions in Texas. Grantees are asked to make project deliverables publicly available online by the end of the project period. Applicants should include at least three project objectives and expected outcomes that support achievement of the project goal identified in Section 8.3.1. Any research or evidence to demonstrate the likelihood of objectives being met should be included and referenced.

The expected outcomes should be clearly articulated, relate to the objective, and include appropriate measures for assessment of those objectives.

8.3.3 Supporting Evidence

The FY 2025-2026 State Leadership Grant Program requires supporting evidence consistent with the five tiers of the Texas Evidence-Based Grantmaking Model (TEBGM). The TEBGM is built on five tiers of supporting evidence: High, Moderate, Program, Experience, and New.

Appendix F presents the full TEBGM, including:

1. an overview of the model;
2. a full explanation of the five evidence tiers; and
3. a decision tree that guides institutions in selecting the appropriate tier.

The FY 2025 program requires applicants to present evidence for at least one of the five tiers: High Evidence Tier, Moderate Evidence Tier, Program Tier, Experience Tier, or New Tier. An applicant must provide appropriate evidence to support the tier selected. See Appendix F for details about the five tiers.

8.4 PROJECT EVALUATION

The evaluation plan for each grant competition must be based on the project's goals and objectives. Successful Applications will detail the activities that will achieve the project's goals and objectives and the proposed activities timeline for the award period. Along with a summary of the evaluation design and how it will be executed, the Applicant must include a list of deliverables, including products and intended outcomes, and describe how the statewide, multi-regional, or regional impact of those deliverables will be measured.

Project evaluation should be incorporated into the application. 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 details on grant reporting requirements.

THECB may conduct an evaluation to assess the statewide effectiveness of the program/project.

Project Evaluation will be completed and submitted in the [Perkins Portal](#).

8.5 BUDGET

Applicants must complete the Budget. A separate budget must be submitted for each partner that would participate in State Leadership Grant program funding. The budget must include:

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

THECB shall negotiate a Final Award Budget with each Awarded Applicant.

The budget will be completed and submitted in the [Perkins Portal](#).

8.6 FINANCIAL VIABILITY

Public institutions are exempt from this requirement. Not applicable.

8.7 EVIDENCE OF LEADERSHIP COMMITMENT

Evidence of leadership commitment to the project should be addressed in the application and through the Signed Application Cover Page.

8.8 ATTACHMENTS

1. Application Cover Page (FIP) or Application Cover Page (PEAOP)
2. Certification Regarding Disclosure of Lobbying Activities
3. Federal Funding Accountability and Transparency Act (FFATA) Certification

9. DISTRIBUTION OF AWARD FUNDS

9.1 ISSUANCE OF GRANT AWARD

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

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

9.2 "DISCLOSURE OF INTERESTED PARTIES" REQUIREMENT

If applicable, THECB may not execute a NOGA with a for-profit, not-for-profit entity or organization, including private institutions, until the entity has presented a certificate disclosing interested parties in compliance with Section 11.24 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.

Perkins State Leadership Grant Program grants are funded through the U.S. Department of Education. 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 Section 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 applicants will be reimbursed for costs incurred based on their submitted and approved financial reports per the deadlines set forth in Section 10.3.

Awarded Applicants must submit the quarterly and final project and financial reports by the deadlines established in Section 10 Monitoring and Reporting Requirements.

All grant-related expenses must be incurred on or prior to August 31, 2025 for single year grants and August 31, 2026 for two-year grants.

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

9.4 LAST DAY OF EXPENDITURES

All allowable grant-related expenses must be incurred on or before August 31, 2025 for single year grants and August 31, 2026 for two-year grants. Expenses incurred after this date cannot be charged to the State Leadership Grant Program.

9.5 GRANT EXTENSION

There will be no Grant Extensions.

10. MONITORING AND REPORTING REQUIREMENTS

10.1 MONITORING

THECB staff shall monitor and oversee the Perkins State Leadership Grant 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 be required to complete the project/expenditure reports listed in Sections 10.2 and 10.3 for a project funded as a result of this RFA. THECB will provide a template and instructions for submission in the [Perkins Portal](#) for required reports.

If an awarded applicant does not submit the required reports detailed in Sections 10.2 and 10.3 by the established deadline, and the awarded applicant has not been granted a submission extension, THECB reserves the right to withhold funds until that requirement is met. If a required report is not accepted by THECB, and is not corrected, THECB reserves the right to withhold funds until those corrections are made. Delinquent and unaccepted reports may affect Awarded Applicant’s eligibility to apply for future THECB grant awards.

10.2 PROJECT/PROGRAM NARRATIVE REPORTS (QUARTERLY REPORTS)

Awarded Applicant shall submit 4 or 8 quarterly reports as specified by THECB on or before the following dates:

Date Due	12-month Leadership/PEAOP Grants	Date Due	24-month Leadership/PEAOP Grants
December 10, 2024	Quarterly Report 1	December 10, 2025	Quarterly Report 5
March 10, 2025	Quarterly Report 2	March 10, 2026	Quarterly Report 6
June 10, 2025	Quarterly Report 3	June 10, 2026	Quarterly Report 7
September 15, 2025	Quarterly Report 4 -Final	September 15, 2026	Quarterly Report 8-Final

Project Reports will generally include but may not be limited to a narrative/survey report on the development and ongoing progress of the project.

Project Reports must be submitted in the [Perkins Portal](#).

10.3 FINANCIAL (EXPENDITURE) REPORTS

Awarded Applicant shall submit 4 or 8 financial expenditure reports to the Point of Contact due on or before the following dates:

Date Due	12-month Leadership/PEAOP Grants	Date Due	24-month Leadership/PEAOP Grants
December 10, 2024	Expenditure Report 1	December 10, 2025	Expenditure Report 5
March 10, 2025	Expenditure Report 2	March 10, 2026	Expenditure Report 6
June 10, 2025	Expenditure Report 3	June 10, 2026	Expenditure Report 7

Expenditure Reports must be submitted in the [Perkins Portal](#)

11. TERMS AND CONDITIONS

11.1 Termination

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

11.1.1 Convenience of the State

THECB, in its sole discretion, may terminate this Grant Agreement upon one (1) calendar day's written notice to Grantee. Such notice will be provided in accordance with Section 11.35 of this Grant Agreement. In the event of such termination, the Grantee shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. THECB sole and maximum obligation shall be to pay Grantee for previously authorized services completed in accordance with the Grant Agreement and performed prior to the effective date of termination. THECB shall have no other liability, including no liability for any costs associated with the termination.

11.1.2 Termination for Cause

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

If the Grantee fails or refuses to fulfil its obligations or comply with terms of this Grant Agreement, THECB may exercise any and all rights as may be available to it by law or in equity. In the event THECB exercises its right to terminate for cause, Grantee is responsible for paying reasonable costs, fees, expenses, and other damages available to THECB including but not limited to, attorney's fees, court costs, and any other consequential damages to the state of Texas and THECB resulting from Grantee's non-performance or non-compliance.

11.1.3 Abandonment or Default

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

11.1.4 Applicable Law and Conforming Amendments

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

11.1.5 Excess Obligations (Non-Appropriation)

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

11.1.6 Effect of Termination

Upon any termination, all indemnities, including without limitation those set forth in this Grant Agreement, as well as Grant Agreement provisions regarding confidentiality, records retention, right to audit, ownership, and dispute resolution, shall survive the termination of this Grant Agreement for any reason whatsoever and shall remain in full force and effect. In the event of any termination, the Grantee shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination, unless otherwise agreed to in writing by the Parties. For any termination by THECB other than termination for non-appropriation, THECB shall be liable to Grantee for only that portion of the previously authorized performance completed in accordance with Grant Agreement requirements and performed prior to the effective date of termination.

11.1.7 Transfer of Duties

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

11.2 Amendment

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

11.3 Sovereign Immunity

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

11.4 Assignment

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

11.5 Delegation or Subcontracting

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

11.6 Right to Audit and Records Retention

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

that this clause concerning the authority to audit funds received indirectly by subcontractors through the Grantee and the requirements to cooperate is included in any subcontract it awards.

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

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

11.7 Time and Effort Recordkeeping

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

11.8 Texas Grant Management Standards

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

11.9 Forms, Assurances, and Reports

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

11.10 Site Visits

Throughout the Grant Term, THECB and/or its representatives shall have the right to make site visits to review the State Leadership Grant Program operations and accomplishments.

11.11 Supplanting Prohibition

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

11.12 Carryover of Funds

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

11.13 Applicable Conditions and Uniform Assurances

The standard financial management conditions and uniform assurances set out in the RFA are applicable to all grants, cooperative agreements, contracts, and other financial assistance arrangements executed between state agencies, local governments, and any other sub-recipient not specifically excluded by state or federal law.

11.14 Dispute Resolution

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

11.15 Public Disclosure

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

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

Should Awarded Applicant be contacted by any news media about any information, including results, findings, or reports regarding activities being conducted under this RFA, Awarded

Applicant shall notify its THECB Point of Contact, when possible, before communicating with news media. If that is not possible, the Awarded Applicant shall notify its THECB Point of Contact immediately after concluding the communication with the news media.

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

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

11.16 Confidentiality, Public Information Act, and FERPA

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

11.18.1 Public Information Act

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

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

Information Act, unless an exception under the Texas Public Information Act is applicable.

Any proprietary information or copyrighted materials included in Applicant's Application may be subject to disclosure unless such proprietary information or copyrighted materials is clearly identified by Applicant, and such identification is submitted concurrently with the original submission of the proprietary information. Such identification of proprietary information shall be clearly marked in the Application on each page it appears. Such markings should be in boldface type at least 14-point font.

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

11.18.2 Family Educational Rights and Privacy Act

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

11.17 Ownership

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

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

Data. THECB has the right to: (1) obtain, reproduce, publish, or otherwise use the data first produced under this Grant and (2) authorize others to receive, reproduce, publish, or otherwise use such data for governmental and educational purposes. In no event shall

Awarded Applicant (or any sub-grantee or subcontractor to the Awarded Applicant) charge other Texas state agencies, institutions of higher education, or independent institutions of higher education (as the terms “institutions of higher education” and “independent institutions of higher education” are defined in the Texas Education Code) for any license to use any or all data first produced under this Grant.

11.18 Governing Law and Venue

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

11.19 Additional Grantee Responsibilities

Grantee shall comply and assure the compliance of all its subrecipients and contractors, with all federal, state, and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any court, administrative body, or tribunal in any matter affecting the performance of this Grant Agreement, including applicable workers’ compensation laws, compensation statutes and regulations, and licensing laws and regulations. In addition, Grantee shall comply with all requirements imposed by the federal awarding agency concerning special requirements of law, program requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Grantee, the more restrictive requirement applies.

Upon THECB’s request, the Grantee shall furnish THECB with satisfactory proof of its compliance. The Grantee shall be responsible for damage to THECB’s equipment, and/or the workplace and its contents by Grantee’s or its subcontractors’ work, negligence in work, personnel, and equipment. The grantee shall be responsible and liable for the safety and health of its employees and contractors while they are performing work under this Grant Agreement.

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

11.20 Conflict of Interest

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

Grantee further represents and warrants its compliance with the Federal awarding agency's conflict of interest policies in accordance with 2 C.F.R. § 200.112.

11.21 Disclosure of Interested Parties

THECB may not execute a grant valued at \$1 million dollars or more 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 has an online portal for vendors/grantees. 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 the form before sending a final copy to THECB at Procurement@highered.texas.gov. The Texas Ethics Commission portal link can be found at: <https://www.ethics.state.tx.us/filinginfo/1295/>.

11.22 Financial Interests and Gifts

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

11.23 Antitrust

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

11.24 Equal Opportunity

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

11.25 Independent Contractor

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

11.26 Eligibility/Authorization to Work in the United States

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

11.27 Prohibition on Use of Funds for Lobbying

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

11.28 Buy Texas

In accordance with Texas Government Code § 2155.4441, Grantee agrees that during the performance of a Grant Agreement for services it shall purchase products and materials

produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.

11.29 Provision of Services

If applicable, upon THECB's request 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 Agreement.

11.30 Force Majeure

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

11.31 Notice

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

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

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

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

11.32 False Statements; Breach of Representations

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

11.33 Severability and Waiver

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

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

11.34 Human Trafficking Prohibition

"Under Section 2155.0061, Texas Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated, and payment withheld if this certification is inaccurate." Tex. Gov't Code § 2155.061.

11.35 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.

11.36 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. The Grantee certifies that the 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>.

11.37 Notification of Grant Agreement

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

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

11.38 Insurance

Only if required by law, the Grantee agrees to maintain at its expense insurance as required for the work being performed under this Grant Agreement. Such insurance will protect THECB from all claims for bodily injury, death, or property damage which may arise out of or result from the performance of Grantee's obligations under the Agreement. Grantee represents and warrants that it will, within ten (10) business days of award of Grant Agreement, provide

Carl D. Perkins Leadership Grant Program

THECB with current certificates of insurance or other proof acceptable to THECB of the following insurance coverage:

The grantee must maintain workers' compensation insurance coverage in accordance with statutory limits.

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

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

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

All certificates of insurance for required coverage other than workers' compensation and professional liability must be named the state of Texas and its officers, directors, and employees as additional insurers.

Grantee shall:

- (1) Provide written notice to THECB by e-mail at Procurement@highered.texas.gov and by U.S. First Class Mail to 1801 N. Congress Ave. Suite 12.200, Austin, Texas 78701 at least thirty (30) calendar days prior to any cancellation, non-renewal, or material change of a required policy;

- (2) Ensure all insurance policies and certificates of insurance for required coverage are written to include all products, services, and locations related to Grantee's performance under the Grant Agreement; and
- (3) Deliver to THECB by e-mail at Procurement@highered.texas.gov and by U.S. First Class Mail to 1801 N. Congress Ave., Suite 12.200, Austin, Texas 78701, all renewal policies at least ten calendar days prior to any expiration of a required policy. All renewal policies and corresponding certificates of insurance must meet all terms set forth in the Grant Agreement.

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

11.39 Debts and Delinquencies to the State

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

11.40 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 officers have 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.

11.41 Suspension and Debarment

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

11.42 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.

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

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

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

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

11.44 Drug-Free Workplace

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

11.45 No Commissions

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

11.46 Applicable Taxes

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

11.47 Electronic and Information Resources Accessibility Standards

State agencies and institutions of higher education shall procure products which comply with the state of Texas accessibility requirements for electronic and information resources specified in Title 1 Texas Administrative Code, Part 10, Chapter 213, when such products are

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

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

11.48 Smoking Policy

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

11.49 Substitutions

Substitutions are not permitted without THECB's written approval.

11.50 Grantee Information Responsibilities

(Applicable for Agreements \$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-.766 may apply to the Grant Agreement and Grantee agrees that the Grant Agreement can be terminated if Grantee knowingly or intentionally fails to comply with a requirement of that subchapter.

11.51 Cybersecurity Training

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

11.52 Disaster Recovery Plan

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

11.53 Entire Agreement and Order of Precedence

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

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

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

This Grant Agreement (including its exhibits and any amendments) contains the final, complete, and exclusive understanding of the Parties, and supersedes all prior, contemporaneous, oral, or written understandings, representations, and negotiations between the Parties relating to the subject matter of this Grant Agreement. The Parties further agree that this Grant Agreement may not in any way be explained or supplemented by a prior or existing course of dealings between the Parties, by usage of trade or custom, or by any prior performance between the Parties pursuant to this Grant Agreement or otherwise.

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

11.54 Federal Solid Waste Disposal Act

Grantee represents and warrants that it will comply with the requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

11.55 Clean Air Act and Federal Water Pollution Control Act

If the Grant Award is more than \$150,000, Grantee represents and warrants that it will comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387.l

11.56 Disclosure of Violations of Federal Criminal Law

Grantee represents and warrants its compliance with 2 C.F.R. § 200.113 which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity and the reporting of certain civil, criminal, or administrative proceedings to SAM.

Appendix A: RFA DEFINITIONS

The following definitions shall apply:

1. **Applicant** – An eligible postsecondary institution, as defined in Section 3 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. **NOGA** – Notice of Grant Award – Term applied to the official document used by THECB to notify grantees that funding has been approved. NOGAs include such information as award amount, project and budget periods, and specific award terms and conditions. The NOGA creates a legally binding agreement between the parties and incorporates the RFA and the Application into the agreement. Throughout this RFA the terms “NOGA,” “Grant Agreement,” and “Grant” are used interchangeably.
5. **State Fiscal Year** – The period of time beginning on September 1 and ending on August 31 of the following year, both dates inclusive.
6. **State of Texas Business Days** – Monday through Friday, 8:00 a.m. to 5:00 p.m. CT, except for scheduled state of Texas and national holidays.
7. **THECB** – The Texas Higher Education Coordinating Board, a Texas state agency.

Appendix B: CALENDAR OF EVENTS

Dates	Events
June 12, 2024	RFA Posted on THECB Website and Application Opens
June 26, 2024	Inquiry Deadline
July 8, 2024	Leadership Applications, Application Cover Page, Certification Regarding Lobbying, & FFATA Certification Due
July 8-22, 2024	Evaluation of Applications
July 22-26, 2024	Notice of Application Approval or Needed Revisions
July 26–August 31, 2024	Process Notifications of Grant Award
December 10, 2024	Quarterly and Expenditure Report 1 Due
March 10, 2025	Quarterly and Expenditure Report 2 Due
June 10, 2025	Quarterly and Expenditure Report 3 Due
September 15, 2025	Quarterly and Expenditure Report 4 Due
December 10, 2025	Quarterly and Expenditure Report 5 Due
March 10, 2026	Quarterly and Expenditure Report 6 Due
April 30, 2026	All Equipment (Schedule C) Must Be Purchased PEAOP Grantees Not Allowed to Purchase Equipment.
May 1, 2026	Last Day to Submit Amendments All amendments must be submitted in the Perkins Portal.
June 10, 2026	Quarterly and Expenditure Report 7 Due
June 30, 2026	Last Day to Encumber/Obligate Grant Funds
August 31, 2026	Contract end date for closing out all grant activities
September 15, 2026	Final Report, Final Expenditure Report, and Inventory Report Due Submit any remaining expenditures. Awarded applicant will not be reimbursed for any expenditures made after August 31, 2025.

*Grant Period begins September 1, 2024, or upon execution of Notice of Grant Award, whichever is later.

Appendix C: APPLICATION EVALUATION FORM

CRITERIA	POINTS
Project Intent and Demonstrated Need	25
Project Design	20
Potential for Impact and Replication	20
Partnerships	10
Sustainability	5
Key Staff	5
Budget	5
Evidence Tier Bonus Points	1-10
TOTAL POSSIBLE EVALUATION POINTS	110

EVIDENCE TIER BONUS POINTS

Bonus points will be awarded based on the level of the evidence continuum described in Section 8.3.3 of this RFA. Points are earned as follows:

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


Applications with the highest scores and greatest merit will be considered for funding.

Appendix D: CHECKLIST OF REQUIRED SECTIONS

Required Information (RFA Section)	Portal Submission/ Application Form / Attachment
CERTIFICATION OF APPLICATION INFORMATION (8.1)	Portal – Certification
PROJECT NARRATIVE (8.2)	Portal – Project Narrative
EVIDENCE-BASED TIER (Appendix F)	Portal – Evidence Based
PROJECT BUDGET (8.5)	Portal – Project Budget
APPLICATION COVER PAGE (FIP) APPLICATION COVER PAGE (PEAOP)	Upload Here - Cover Page
CERTIFICATION REGARDING DISCLOSURE OF LOBBYING ACTIVITIES FORM	Upload Here - Federal Form
FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION	Upload Here - Federal Form
DEBARMENT AND SUSPENSION CERTIFICATION FORM (Download and retain)	Federal Form

The required sections will be completed and submitted in the [Perkins Portal](#). Forms will be submitted via Smartsheet at this link: [Certification Form Uploads](#).

Appendix E: **SAMPLE NOTICE OF GRANT AWARD**

		THECB Award No.: {CAPPSReference} Federal Fiscal Year: 2024	
<p>Notice of Federal Grant Award to {contracted_party}</p>			
Grantee's Name and Address: {contracted_party} {contractedPartyAddress} {contractedPartyCity} , {contractedPartyState} {contractedPartyZip}		Federal Grant Title: Perkins State Leadership Grant	
		CFDA: 84.048A	
		Federal Grant Award Number: 2542020271	
		Federal Award Date: July 1, 2024	
Amount of Award: \$ {total_\$}		Term of Grant: Upon Execution to 8/31/2025 or 8/31/2026 All funds must be expended by: 8/31/2025 or 8/31/2026	
		Federal Grant Funding Agency: U.S. Department of Education	
		Research and Development? No	
		UEI Number: {UEI}	
Payment Method: Reimbursement		Congressional District Location: {congrDistrLoc} Congressional District Place of Performance: {congrDistrPerf}	
Authority: {statutoryAuthority}			
The Texas Higher Education Coordinating Board's ("THECB") and the Grantee's (collectively, referred to as "the parties") execution of this Notice of Grant Award creates a legally binding agreement between the parties. The Program requirements (e.g., objectives, scope, budget, methodology) as stated in (1) the original Request for Application (RFA) including any addenda issued, (2) the 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.			
<p>Insert here any additional changes made to Application or RFA - e.g., if the payment schedule has changed based on a revised budget.</p>			
Any changes in the approved Grant must follow THECB's amendment process as defined in the RFA. Any funds received by the Grantee and not expended prior to the end of the grant term indicated above shall be returned to THECB within thirty (30) days unless otherwise agreed by THECB and Grantee.			
Signed by THECB Official:		Signed by Grantee Official:	
{signContact} {signContacttitle}		{signed_by2} {signed_bytitle}	
Date:		Date:	

Appendix F: TEXAS EVIDENCE-BASED GRANTMAKING MODEL

This RFA partially incorporates the Texas Evidence-Based Grant-Making (TEBGM) model. The core purpose of TEBGM is to support and develop high-quality evidence-based programs in Texas, while allowing colleges the flexibility to propose new programs for which data do not yet exist. This section introduces the Texas Evidence-Based Grant-Making methodology, including:

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

The full model is provided here for Applicants Information and to provide further explanation of the three lower TEBGM tiers deployed for the FY 2024-2026 State Leadership RFA.

A.1 GLOSSARY OF EVIDENCE TERMS

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

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

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

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

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

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

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

Intervention: An action taken to improve a situation

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

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

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

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

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

A.2 WHY EVIDENCE-BASED GRANT-MAKING?

The most effective job training programs open up new opportunities and can ultimately help to change a person's life. These programs result in meaningful employment in a career pathway that is well-suited to the individual and supports economic mobility. At the same time, prioritizing high quality programs opens up resources to serve new participants. These programs serve populations with significant barriers to employment yet effectively reduce the number of job seekers who cycle in and out of low-quality or poor-fit jobs, thereby requiring repetitious support from the workforce system.

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

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

A.3 BUILDING EVIDENCE FOR THE FUTURE

As the process of awarding bonus points for program design and anticipated outcomes that are based on evidence commences, THECB recognizes that this is a dynamic process. Applicants will find that while the application asks for evidence to support the proposed program design and anticipated outcomes, there is a place for all programs on the evidence continuum. From newly created programs to those that are replicating a program that has been rigorously evaluated by an

external entity, all are encouraged to find the evidence tier that demonstrates and best supports their proposed program. In future grant solicitations, as applicants become familiar with the types and use of evidence to support applications, THECB anticipates that proposed programs will move into higher tiers of evidence.

THE EVIDENCE TIERS

A.4 EVIDENCE TIER DEFINITIONS AND REQUIREMENTS

This section explains the evidence tiers and requirements for each. See Section 7.4 below for instructions on how to determine the correct evidence tier for the applicant's proposed project.

1. High Evidence Program Tier

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

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

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

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

2. Moderate Evidence Program Tier

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

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

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

The proposed program design and anticipated outcomes must be consistent with a

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

3. Performance Program Tier

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

Primary support for these programs' effectiveness is provided through historical data showing that the program creates an intended change in participants, and that participants show a positive outcome following participation in the program. To be reviewed based on previously implemented programs, an applicant must have historical output and outcome data for at least two years, either directly collected or from the similar program being used as evidence.

4. Experience Program Tier

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

5. New Program Tier

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

A.5 WHERE TO ACCESS MODELS FOR HIGH OR MODERATE TIERS DEFINITIONS AND STUDIES

Clearinghouse for Labor Evaluation and Research (CLEAR)

CLEAR's mission is to make research on labor topics more accessible to practitioners, policymakers, researchers, and the public more broadly so that it can inform their decisions about labor policies and programs. CLEAR identifies and summarizes many types of research, including descriptive, implementation, and impact studies. In addition, CLEAR assesses the quality of research that looks at the

effectiveness of policies and programs. Link: https://clear.dol.gov/study_database

Other Entities

Pathways to Work Evidence Clearinghouse. Link:

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

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

What Works Clearinghouse: Link:

<https://ies.ed.gov/ncee/wwc/>

DETERMINING WHICH EVIDENCE TIER TO USE

A.6 DETERMINING EVIDENCE TIERS

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

Background. THECB values and will consider awards to programs at all levels of the evidence continuum and expects programs to improve data collection and evaluation methods to improve a program’s evidence over time. IMPORTANT: The collection of evidence is being implemented across state workforce grant programs. The evidence tier approach recognizes the different capabilities between potential program developers and grant applicants currently.

Applicants that do not have current performance data or evaluation reports as evidence that supports the proposed program design or intervention are encouraged to apply.

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

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

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

Determining, Selecting, and Providing Documentation for the Application Evidence Tier.

Carl D. Perkins Leadership Grant Program

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

After tier selection is made in the Application, the Applicant must complete the appropriate data chart and/or fill out the form field for the evidence tier selected. Charts and form fields follow the evidence tier list in the online application posted on the [Carl D. Perkins Equitable Access and Opportunity Program](#) webpage.

To help determine which tier best fits your project, please use the [Decision Tree](#).

Evidence Tier Bonus Scoring: Information for Applicants

Bonus points will be added to the overall application score based on the level of the evidence continuum shown in the Application. RFA Sec. 9.2 Tier Evidence Bonus Points lists the values assigned to the evidence tiers.