Workforce Education

Texas Higher Education
COORDINATING BOARD

Federal-Funded Request for Applications

Carl D. Perkins State Leadership Grant Program

Fiscal Year: 2027
Appropriation Year: 2027

RFA#1625

INQUIRY DEADLINE: 11:59 p.m. CT, July 15, 2026
APPLICATION DEADLINE: 11:59 p.m. CT, July 31, 2026

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1. OVERVIEW OF FUNDING OPPORTUNITY

1.1 PROGRAM TITLE

Carl D. Perkins State Leadership (Perkins Leadership) Grant Program

1.2 SYNOPSIS OF PROGRAM

Perkins Leadership Grants are awarded on a competitive basis to eligible postsecondary public institutions. Grant projects must adhere to the provisions set forth in this Perkins Leadership Request for Applications (RFA); clearly support the criteria, goals and objectives presented in Sections 3.2, 7, and 8 of this RFA; and use funds received to improve career and technical education programs (CTEs) as described in Title I, Section 124 of the Perkins Act. There are three proposal categories for Eligible Projects:

1.2.1 Emerging and Current High-Demand Credentials

This proposal category of funding aligns with Perkins V Section 124's focus on developing programs that prepare students for high-skill, high-wage, or in-demand occupations. It aligns with Texas House Bill 8, 88th Legislature, a community college finance model to recognize emerging occupations that are of statewide importance as demonstrated by legislative action and supported by state appropriations. Additionally, this category supports the development of statewide programs of study, including curriculum development.

1.2.2 Recruitment and Retention of CTE Educators in Postsecondary Education

This proposal category is responsive to one of the required uses of State Leadership funds under Perkins V Section 124, which includes "recruiting, preparing, or retaining of CTE teachers, faculty, specialized instructional support personnel, or paraprofessionals". The focus on innovative strategies and professional development aligns with the law's emphasis on supporting CTE educators.

1.2.3 Prison Education – Preparing for Reentry

This category of funding aligns with Perkins V Section 124's provision for supporting "individuals in state institutions, such as state correctional institutions, including juvenile justice facilities". It is also responsive to the permissible use of funds for supporting "career and technical education programs" for adults and out-of-school youth concurrent with completion of their secondary school education.

An Eligible Project must support the goals and objectives identified and described in the following documents:

- Perkins V State Plan 2024-2028
- The Strengthening Career and Technical Education Act (Perkins V)
- Building a Talent Strong Texas Strategic Plan for Higher Education

This RFA is to support eligible Applicants that intend to use such funds to improve CTEs in alignment with the required and permissible uses of federal Perkins Leadership Grant funds.

1.3 PROGRAM AUTHORITY

1.3.1 Statutory Authority

Public Law 115-224, 20 USC 2301 et seq. "Strengthening Career and Technical Education for the 21st Century Act", which is also referred to as "Perkins V." 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).

General administrative regulations governing all federal grants, including those under Perkins V, are found in Title 2 of the Code of Federal Regulations (2 CFR), Part 200, known as the Uniform Grant Guidance.

Additional applicable regulations include Code of Federal Regulations (CFR), Title 34, Part 76, General Requirements, Part 300, Assistance to States for the Education of Children with Disabilities, and the Individuals with Disabilities Education Act (IDEA) (P.L. 108–446) CFR, Title 34, Part 76, General Requirements, Part 400, Vocational and Applied Technology Education Programs-General Provisions, and Part 403, State Vocational and Applied Technology Education Program.[1]

1.3.2 Texas Administrative Code

TEA Provision for CTE Programs: Texas Administrative Code, Title 19, Part 2, Chapter 75, Subchapter BB.

General Provision for Grant Administration: Texas Administrative Code, Title 19, Part 1, Chapter 10, Subchapter A.

1.3.3 Source of Funding

U.S. Department of Education, Office of Career, Technical, and Adult Education.

[1] Where not superseded by the requirements of Perkins V.

1.4 POINT OF CONTACT

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

Dr. Melinda Valdez, Assistant Director
Carl D. Perkins State Leadership Grant Program
Workforce Education
Texas Higher Education Coordinating Board

Erin Sarbinoff, Grants Coordinator
Carl D. Perkins State Leadership Grant Program
Workforce Education
Texas Higher Education Coordinating Board

Grant Program Email: Perkins@highered.texas.gov
Grant Program Website:
https://www.highered.texas.gov/grants/carl-d-perkins-career-and-technical-education-grants-perkins-state-leadership-grants/

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. Applicant may only rely on written responses from THECB.

1.6 ADDENDUM

Any modified requirements to the Perkins Leadership RFA will be sent in the form of an addendum and posted on the grant program's website, as noted in Section 1.4.

2. AWARD SUMMARY

2.1 ANTICIPATED NUMBER OF AWARDS AND AMOUNT PER AWARD

Contingent upon the amount of appropriation available, THECB expects to award approximately twelve (12) grants (Grant Award) for an estimated amount of $300,000 per Grant Award as set forth in Section 2.2.

2.2 GRANT PERIOD

The Grant Period will begin upon the execution of the Notice of Grant Award (NOGA) or on September 1, 2026, whichever is later, and will conclude on August 31, 2027. Awarded Applicants will have obligations that extend beyond the Grant Period.

At THECB's sole discretion, the THECB's continuation of funding is contingent upon the Awarded Applicant's compliant use of grant funds in accordance with the NOGA's

terms and conditions and successful achievement of established benchmarks and reporting deadlines as specified in Sections 10.2 and 10.3.

2.3 SELECTION FOR FUNDING

The funding available to support Perkins Leadership Grants are federally sourced for Fiscal Year (FY) 2027. Awarded Applicants will be 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 Calendar of Events in Appendix B.

Dates	Application Steps
July 10, 2026	Request for Applications Published
July 15, 2026	Inquiry Deadline (11:59 p.m. CT)
July 31, 2026	Application Deadline (11:59 p.m. CT)
August 17, 2026	THECB Announces Grant Awards
September 1, 2026	Anticipated Grant Period Start Date

3. ELIGIBILITY REQUIREMENTS

3.1 ELIGIBLE APPLICANT

As defined by the Perkins Administrative Manual, entities in the following category and located in Texas are eligible to apply for a Perkins Leadership Grant Award:

- Texas public postsecondary institution that offers CTE courses leading to technical skill proficiency, an industry-recognized credential, a certificate, or an associate degree.

An eligible Applicant may partner with the following types of eligible entities for the purpose of collaboration:

- Local and/or regional employers, public Independent School Districts, industries, local chambers of commerce, trade associations, economic development corporations, and local workforce development boards.

3.2 ELIGIBLE PROJECTS

An applicant for a Perkins Leadership Grant must propose a project that fulfills the goals and objectives of **one** of the three grant categories specified below:

1. **Emerging and Current High-Demand Credentials:**
    a. **Objective:** To develop and implement community and technical college programs and credentials that address critical occupations and are already

approved by The Texas Higher Education Coordinating Board (THECB) in accordance with Texas Administrative Code Chapter 2. Programs must be ready for immediate implementation, enabling colleges who are Eligible Applicants to "hit the ground running" with documented plans for execution, outcome measurement, and return on investment to students.
CCF High-Demand Occupations Workbook for FY 26-27_08202025b.xlsx

b. **Program Details:**
   - Grants will be awarded to Eligible Applicants to develop, implement, or enhance programs that lead to credentials in emerging and high-demand high-skill, high-wage fields.
   - All proposed programs must have been previously approved by THECB, per Texas Administrative Code Chapter 2, or be submitted for approval no later than month 2 of the Grant Period.
   - Applicants should demonstrate readiness for immediate implementation and be prepared to execute the program within the grant cycle.
   - Colleges must collaborate with local industry partners to develop and validate credential programs.
   - Programs should align with Texas House Bill 8 (88th Legislature), emphasizing student outcomes, workforce needs, and occupational priorities.

c. **Expected Outcomes and Accountability:**
   - Increased credential attainment in state and regional high-demand fields in Texas.
   - Strong alignment with state workforce priorities.
   - Responsive program offerings to critical workforce needs.
   - Quarterly Data related to outcomes must include:
     - Total number of enrollments.
     - Total number of completers earning a credential.
     - Total number of completers entering employment in the first quarter post completion of CTE.

d. **Example Topics for Statewide Impact:**
   - Developing a statewide curriculum for advanced manufacturing, robotics, and automation.
   - Creating a cybersecurity certification aligned with industry needs.
   - Establishing nuclear energy technician programs for Texas's nuclear sector.

e. **Additional Grantee Requirements:** Requirement to disseminate grant outputs through professional association presentations, including Texas Association of College Technical Education, Texas Administrators of Continuing Education, and Texas Workforce Commission annual conferences.

2. **Recruitment and Retention of CTE Educators in Postsecondary Education**

   a. **Objective:** To address the shortage of qualified CTE instructors and improve the quality of CTE education in community and technical colleges. Colleges who are Eligible Applicants must be prepared to immediately implement recruitment, professional development, and retention strategies aimed at increasing the pool of qualified instructors. The goal is to apply for funding that enables colleges to "hit the ground running," with documented plans for implementation, outcome measurement, and demonstrating return on investment to students.

   b. **Program Details:**
      - Grants will support innovative strategies to recruit industry professionals to become CTE instructors.
      - Funds may be used for professional development, mentorship initiatives, and other activities that support recruitment and retention.
      - Applicants should demonstrate a clear, actionable plan to implement these strategies immediately upon award, with defined milestones and measurable outcomes.
      - Strategies should align with Texas House Bill 8's (88th Legislature) goals of supporting student success, workforce readiness, and addressing critical instructor shortages.

   c. **Expected Outcomes and Accountability:**
      - Increased number of qualified CTE instructors in community and technical colleges.
      - Improved retention of CTE instructors.
      - Enhanced instructional quality, leading to better student outcomes.
      - Quarterly Data related to outcomes must include:
        - Total number of instructors recruited.
        - Total number of recruited instructors who enrolled in instructor preparation or credentialing programs.
        - Total number of recruited instructors who earned the required credential or certification to meet accreditation standards to teach.
        - Total number of retained instructors that were newly recruited to enroll in instructor preparation or credentialing programs.
      - The focus is on achieving tangible results—successful recruitment, credentialing, and retention—rather than planning activities.

   d. **Example Topics for Statewide Impact:**
      - Developing a statewide "Grow Your Own" program to identify and support potential CTE educators from industry professionals across Texas.

- Creating a comprehensive professional development series to enhance instructional quality and industry relevance.
- Establishing a career ladder pathway for CTE educators to promote retention and career advancement.

e. **Additional Grantee Requirements:** Grantees are expected to disseminate output through presentations at professional conferences, including TACTE, TACE, and TWC annual events.

3. **Prison Education – Preparing for Reentry**

a. **Objective:** To provide career and technical education (CTE) opportunities to support individuals currently confined in state of Texas-operated intuitions within 12 months of release, supporting successful reentry into society and the workforce. All proposed programs must have already received approval from The Texas Higher Education Coordinating Board (THECB) in accordance with Texas Administrative Code Chapter 2. Programs should be fully developed, approved, and ready for immediate implementation, with a clear plan to execute, demonstrate outcomes, and ensure return on investment to students.

b. **Program Details:**
- Grants will fund short-term CTE programs in correctional facilities in Texas, emphasizing skills and credentials in high-demand labor markets that pay above high school graduate wages.
- Applicants must partner with correctional institutions and local employers to design and implement these programs.
- Programs must be ready for immediate launch upon award and demonstrate how they align with Texas House Bill 8's (88th Legislature) goals of workforce development, economic mobility, and credential attainment.

c. **Expected Outcomes and Accountability:**
- Increased credentialing of incarcerated individuals prior to release.
- Improved employment rates for formerly incarcerated individuals.
- Reduced recidivism through expanded employment opportunities.
- Quarterly Data related to outcomes must include:
  - Total number of incarcerated individuals enrolled in programs.
  - Total number of incarcerated individuals earning credentials before release (completers).
  - Total number of program participants entering the workforce in the first quarter post-release.
- Focus on tangible results—credentialing, employment, and recidivism reduction—rather than planning activities.

d. **Example Topics for Statewide Impact:**
   - Developing a comprehensive reentry course covering mental health, goal setting, and employment skills, offered concurrently with workforce credentials across Texas prisons.
   - Creating statewide partnerships between community colleges and correctional facilities to provide college credits and workforce training.
   - Establishing a mentoring program to support new prison education programs and institutions.

e. **Additional Grantee Requirements:** Grantees will be expected to disseminate outputs through presentations at professional conferences such as TACTE, TACE, and TWC annual events.

A proposed workforce instructional project should focus on one CTE program of 12 months or less duration and result in a credential of value in a high-demand occupation. The proposed program(s) may include Occupational Skills Awards (OSAs), Institutional Credentials leading to Licensure or Certification (ICLCs), Continuing Education Certificates (CE Certificates), or Level 1 Certificates.

The proposed program must be selected from regional high-demand occupations as determined by the Texas Workforce Commission (TWC) and local workforce boards, which may be found on the TWC website at: Target Occupations by Board Area as of November 2025.

Statewide and regional high-demand occupations may also be found in the THECB Fiscal Year 2026-27 High-Demand Occupations List.

3.3 PRIORITY PROJECTS

An eligible Applicant's proposal will be awarded priority bonus points based on the categories described in Section 7.2.

3.4 MAXIMUM NUMBER OF APPLICATIONS PER APPLICANT

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

3.5 NOTICE OF INTENT TO APPLY

A Notice of Intent to Apply (NOI) is not required.

4. APPLICATION SUBMISSION

4.1 APPLICATION DEADLINE: 11:59 p.m. CT, July 31, 2026

Applications must be:

- completed in accordance with this RFA

- submitted by an authorized agent of the Eligible Applicant
- submitted via the agency's Grant Management System (GMS)

*Late or incomplete applications will not be accepted. Applications not submitted electronically via the agency's Grant Management System will **not** be accepted. THECB will not accept mailed, emailed, hand-delivered, or faxed applications.*

4.2 THECB CONFIRMATION OF APPLICATION RECEIPT

THECB shall not be responsible for applications that are delayed, blocked, or otherwise prevented from successful submission within the GMS due to user error, connectivity issues, or security setting on the Applicant's network or device. Applicants are strongly encouraged to submit early to avoid potential technical issues near the submission deadline.

THECB will confirm receipt of each application through the agency's GMS. If an Applicant does not receive such written confirmation within the system, the Applicant must contact the Point of Contact listed in Section 1.4 by email within three (3) state business days of the deadline. Applicants are responsible for retaining proof, as indicated by the official GMS timestamp.

4.3 COST OF APPLICATION PREPARATION

All costs associated with the preparation and submission of an application for this RFA are the responsibility of the 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. The Applicant is solely responsible for ensuring that the application is successfully submitted in the agency's GMS by 11:59 p.m. CT, July 31, 2026. Failure to submit a complete application by the deadline will result in disqualification from consideration. Late applications, regardless of the circumstances, will not be accepted or reviewed.

5. PROGRAM BACKGROUND

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 *(Perkins V Section 124).*

6. PROJECT REQUIREMENTS

6.1 FUNDING RESTRICTION

Perkins Leadership Grant 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 Grant as documented in the Applicant's budget.

6.2 ALLOWABLE COSTS

As described by the Perkins Administrative Manual:

Funds must be spent for reasonable and necessary costs in conducting grant activities. Reasonable means a cost is consistent with prudent business practice and comparable to current market value. Necessary means the cost is essential for the Awarded Applicant to accomplish the objectives of the project.

Additional reference: https://reportcenter.highered.texas.gov/contracts/rfo-rfp-rfq-rfa/perkins-allowable-cost-guide/

The Awarded Applicant must comply with the applicable federal cost principles, as established by the Federal Office of Management and Budget (OMB), in expending grant funds. https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200

6.3 BUDGET CHANGES

As defined by the Perkins Administrative Manual:

The Awarded Applicant shall contact the THECB to notify staff of budget changes by the June 1 deadline within the fiscal year to the grant. All changes to the approved budget require advance notice and written approval from THECB staff. Costs incurred without prior approval of budget changes may result in grant funds not covering costs and an institution being responsible for payment. If unapproved costs are found after the program year has ended, an institution may need to refund THECB. All budget changes must be submitted through the Grant Management System. This requirement includes all budget transfers across the allowable budget categories that exceed 10% of the total Grant Award for receiving prior written approval from THECB staff.

Additional reference: https://reportcenter.highered.texas.gov/contracts/workforce-education/perkins/when-to-amend-perkins-application/

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 support the Program Authority in Section 1.3, provide the best overall value to the state and advance the objectives of the Perkins Leadership Grant program. 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 and time 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 state-business days of the submission deadline.

Applications that pass the initial screening for completeness and eligibility will be further considered for award selection according to the award selection criteria outlined in this RFA.

7.2 PRIORITY CRITERIA FOR AWARD SELECTION

An eligible Applicant's proposal may be given up to ten (10) priority bonus points based on the level of continuum evidence described in Section 8.3.3. Points will be awarded 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.

  Bonus Points Available: 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.

  Bonus Points Available: 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.

  Bonus Points Available: 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.

  Bonus Points Available: 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.

  Bonus Points Available: 0

7.3 GENERAL CRITERIA FOR AWARD SELECTION

THECB staff will review the applications based on the program elements and the general review criteria presented in this section, which are designed to enable the reviewers to assess the quality of a proposed project and determine the likelihood of its success. Additional description of application content may be found in Sections 3.2 and 8 of this RFA.

Reviewers will use the General Selection Criteria to score applications.

Demonstrated Level of Commitment (20 Points Available)

Application provides a clear explanation of the institution's current work toward access and commitment within the project. Did the applicant: (a) describe how the institution is currently working toward more equitable access and opportunity for the target population; (b) document the commitment of the institution's executive leadership?

Demonstrated Student Need (10 Points Available)

Application provides a clear demonstration of students' needs for access and is addressed within the project. Did the applicant discuss and document barriers to success that the proposed project is intended to mitigate or eliminate?

Quality of Project Plan (40 Points Available)

Project Evaluation Plan

Application provides a clear demonstration of a project evaluation and is included the overall project design. Did the applicant complete a Project Evaluation Plan that listed project goals, objectives, and activities, with a timeline for measurable or finite performance targets for each activity? (A measurable target is one for which the outcome is quantifiable. A finite measure is one that has a single defined outcome for which the measure is met if the outcome is achieved.)

Project Scope

Application provides a clear explanation of project scope is provided that aligns with this RFA requirements. Scope should include goals and related activities towards goals. Did the applicant describe the purpose, scope, goals and objectives, program design, deliverables, and intended outcomes of the proposed project?

Budget Narrative

Applicant provided a budget narrative that aligns with the applicable budget categories as detailed in the RFA (Perkins Administrative Manual) and is directly aligned to and proportionate with identified performance outcomes.

Project Deliverables

Project deliverables clearly align to scope of project and show a clear demonstration of associated goals and activities. Did the applicant provide project deliverables and a means of identifying and tracking a cohort of students during and after the grant period? Does the applicant describe how the project's plan for students served is expected to lead to sustained economic benefits for the students and community?

Demonstration of Commitment (10 Points Available)

A clear demonstration of committed executive leadership at the institution with current equity work being described. Did the applicant describe past and current work performed by key staff?

Staff Qualifications

The current grant staff who will lead the project have adequate qualifications and previous equity work. Did the applicant identify key staff who will implement the project and discuss their qualifications for the work?

Extent and Durability of Impact (15 Points Available)

The current and future impact of work for Perkins special populations is clearly addressed in the project. Did the applicant: (a) describe the proposed project's planned impact on targeted students during the grant period; and (b) discuss how it would maintain and institutionalize the deliverables of the project during the funding period?

Institutional Sustainability (5 Points Available)

Project deliverables show clear sustainability. Did the applicant: (a) design a project that could continue after the Grant Period toward a sustainable and scalable impact on the institution's current and future special population students; and (b) discuss approaches to sustaining the program after the grant period has ended?

7.4 RECOMMENDATION FOR FUNDING

THECB staff shall make a recommendation of selected Applicants consistent with THECB Texas Administrative Code Rule, Title 19, Part 1, Chapter 1, Subchapter A, §1.16.

8. APPLICATION FORMAT AND CONTENT

Successful applications for a Perkins Leadership Grant will improve career and technical education, which includes:

1. Projects that 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. Examples include:
    a. Preparation for nontraditional fields in current and emerging professions.
    b. Activities to support special populations.
    c. Exposure for students to high-skill, high-wage, and in-demand occupations.
    d. Support for CTE educational opportunities for individuals with disabilities and individuals in state institutions such as corrections and juvenile justice. Special populations students are defined in Perkins V, Sec. 3(48) ("Youth" as it is used in items 2, 8, and 9 below refers to individuals of age 17-24.):
        i. Individuals with disabilities.
        ii. Individuals from economically disadvantaged families, including low-income youth and adults.
        iii. Individuals preparing for non-traditional fields.
        iv. Single parents, including single pregnant women.
        v. Out-of-workforce individuals.
        vi. English learners.
        vii. Homeless individuals described in section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C 11434a).
        viii. Youth who are in, or have aged out of, the foster care system; and
        ix. Youth with a parent who:
            - is a member of the armed forces (as defined in Section 101(a)(4) of Title 10, United States Code); and
            - is on active duty (as defined in Section 101(d)(1) of Title 10, United States Code).
    e. 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.
    f. Technical assistance for eligible recipients
    g. 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.

2. 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.
3. All projects must focus on improving student credential completion in CTE in a high-demand occupation.
4. Students participating in projects must become part of a trackable cohort for interim- and post-program evaluation.
5. Projects may seek to build upon previously funded projects or programs or may propose new, innovative projects.
6. All projects related to curriculum development or redesign must indicate adherence with applicable sections of the Career and Technical Education Guidelines and the Workforce Education Course Manual (WECM).

An application must include the elements described in this Section. The Application Forms are available on THECB's website at: https://www.highered.texas.gov/workforce-education-overview/carl-d-perkins-grant/perkins-state-leadership-grants-cycle-2025-2026/. Application forms must be completed and uploaded to the application record through the GMS.

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.

8.1 CERTIFICATION OF APPLICATION INFORMATION

The Certification Page (Application Cover Page) requires the signature from 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. The Application Cover Page can be found at: https://reportcenter.highered.texas.gov/agency-publication/blank-forms-templates/perkins-state-leadership-grant-application-cover-page-fy2026-2027/

The Application Cover Page must be uploaded as an attachment to the GMS application.

8.2 PROJECT NARRATIVE

The following information is required as part of the GMS application.

8.2.1 Contact Information

Provide Applicant and Partner contact information (if applicable). Provide location information for 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. Here are guidelines for selecting a one-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. The choice ultimately hinges on the specific requirements and aspirations of the project or institution.
- The one-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.

8.2.3 Description of Applicant and Partnership

Provide information on Applicant and Partnership (if applicable) expected to participate in the program/project, including expected detailed information on their roles and contributions. Clearly describe participants' level of commitment to the project, including percent of work allocated to project, if applicable. Include information about any third party or partner involvement. Provide clear explanation of relationship between Applicant and Partnership, including whether the Applicant would delegate authority or responsibilities. Provide documentation per Section 8.7.

Provide information on facilities and service areas that would be used for the Perkins Leadership Grant.

If the grant project involves any existing or planned collaborations, a formal Letter of Support is required from each partnership entity. The submitted documentation must clearly specify the nature and scope of the partnership and include a comprehensive description of the partnership

Please outline the relevant workforce capabilities of the partner organizations. Provide an overview of any previous and anticipated collaborations with local and/or regional employers, public Independent School Districts, industries, local chambers of commerce, trade associations, economic development corporations, and local workforce development

boards. Proposed projects are required to engage with employers from high-demand occupational fields.

8.2.4 Assessment of Need

Describe Need, if applicable. In the assessment of need include the following elements, (specific to program): The proposed project should aim to address critical barriers that hinder student success in career and technical education (CTE) programs. These barriers may include, but are not limited to, limited access to resources, lack of support services, insufficient industry-relevant equipment, or gaps in instructional capacity.

To substantiate the existence of these barriers, proposed projects should provide relevant data such as enrollment and completion data, retention rates, and industry employment outcomes. Additionally, testimonials from students, faculty, and industry partners will illustrate the real-world impact of these barriers on student success and program quality.

8.3 PROJECT WORK PLAN OR TIMELINE

The following information is required as part of the GMS application.

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 outcomes, 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 Perkins Leadership Grant 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, Performance, Experience, and New.

Appendix C 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 Perkins Leadership Grant requires applicants to present evidence for at least one of the five tiers. An applicant must provide appropriate evidence to support the tier selected.

8.4 PROJECT EVALUATION

The following information is required as part of the GMS application.

The evaluation plan for each grant category 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. **Expected Outcomes** (RFA Section 3.2) must be included as objectives in the applicant's evaluation plan. While there may be additional objectives, the plan must include the three expected outcomes for the grant category. Any objective that encompasses an **Expected Outcome** that includes "increased number", "improved rate", and "reduced rate", must include a numerical target and the method by which the institution will measure achievement of that outcome.

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.

8.5 BUDGET

The following information is required as part of the GMS application.

Applicants must complete the Budget. A separate budget must be submitted for each partner that would participate in Perkins 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 the Perkins Administrative Manual and Allowable Cost Guide)
- Any available matching funds by source and amount

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

8.6 ADDITIONAL ATTACHMENTS

Additional attachments necessary for attachment to the GMS application may be found at Perkins State Leadership Grants Cycle 2025-2026 - Texas Higher Education Coordinating Board

All required forms must be downloaded, completed and submitted with an applicant's GMS submission:

- Certification with Compliance with Section 504
- Certification regarding Disclosure of Lobbying Activities Form
- Federal Funding Accountability and Transparency Act (FFATA) Certification
- Debarment and Suspension Certification Form (download and retain only)

9. DISTRIBUTION OF AWARD FUNDS

9.1 ISSUANCE OF GRANT AWARD

Following completion of all negotiations between THECB and Applicants and the subsequent award announcements, a Notice of Grant Award (NOGA) will be generated by the GMS and routed to each Awarded Applicant for signature through Docusign. The NOGA becomes effective on the date it is executed, or on September 1, 2026, 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 or nonprofit 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

The Perkins Leadership Grants are federally funded through the U.S. Department of Education, Office of Career, Technical, and Adult 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.

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.

Awarded Applicant will be reimbursed for costs incurred based on their submitted and approved financial reports by the deadlines set forth in Section 10.3.

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

9.4 LAST DAY TO INCUR EXPENSES

All allowable grant-related expenses must be incurred on or before August 31, 2027. Expenses incurred after this date cannot be charged to the Perkins Leadership Grant Program.

9.5 GRANT EXTENSION

Extension of the Grant Program for the project may be granted at the sole discretion of THECB. An Awarded Applicant may be eligible to request a maximum twelve (12) month(s) no-cost grant extension to fully complete grant project activities and goals. Awarded Applicant must request an extension electronically via the agency's Grant Management System to the point of contact for the Perkins Leadership Grant Program no later than June 1, 2027. Extensions are subject to the availability of appropriated funds and to the eligibility requirements.

10. MONITORING AND REPORTING REQUIREMENTS

10.1 MONITORING

THECB staff shall monitor and oversee the Perkins Leadership Grant Program progress and compliance through required reporting to ensure that grant commitments are met and that all the financial activities related to the award are accurate and appropriate. Awarded Applicants are required to complete the reports (identified in Sections 10.2

and 10.3) within the agency's Grant Management System. THECB will provide a template and instructions for submission in GMS for required reports.

Failure to submit required information by the designated due date, without a prior approved extension, may result in enhanced monitoring and may impact eligibility for subsequent funding opportunities.

To support the successful implementation and management of Perkins Leadership Grants, comprehensive technical assistance will be available to all grantees throughout the Grant Period (September 1, 2026 – August 31, 2027). This assistance is designed to foster continuous support, provide fiscal and programming guidance, and facilitate collaboration among Awarded Applicant.

A series of check-in meetings will be scheduled to promote ongoing communication and problem-solving. These check-ins will include an introduction/orientation session for all new grantees at the start of the grant period that will take place during the first quarter of the grant (Q1). This webinar will serve as an introduction to program expectations, grant management responsibilities, and available resources. A follow-up two-month check-in will also take place during Q1 for all grantees to assess initial progress, and a subsequent check-in during Q2 to review accomplishments and address emerging needs. Furthermore, grantees will have supplemental support as needed.

To foster peer learning and collaboration, the development of Communities of Practice based on chosen grant category is encouraged. These communities would have the opportunity to meet during check-ins and facilitate knowledge sharing, innovative practices, and collective problem-solving among grantees throughout the grant year.

10.2 PROJECT/PROGRAM NARRATIVE REPORTS (Quarterly Reports)

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

Date Due	Quarterly Report Due
December 10, 2026	Quarterly Report 1
March 10, 2027	Quarterly Report 2
June 10, 2027	Quarterly Report 3
September 15, 2027	Quarterly Report 4 - Final Report

Project Reports will generally include but may not be limited to a narrative/survey report on the development and ongoing progress of the project. Quarterly Reports must be submitted in the GMS. Grant recipient is required to maintain a local inventory of equipment and non-consumable supplies. Please refer to the Perkins Inventory Guide for more information: reportcenter.highered.texas.gov/contracts/workforce-education/perkins/perkins-equipment-inventory-guide/. The inventory report is due by September 15, 2027.

10.3 FINANCIAL (Expenditure) REPORTS

Awarded Applicant shall submit four financial expenditure reports on or before the following dates:

Date Due	Expenditure Report Due
December 10, 2026	Expenditure Report 1
March 10, 2027	Expenditure Report 2
June 10, 2027	Expenditure Report 3
September 15, 2027	Expenditure Report 4 - Final Report

Expenditure Reports must be submitted in the GMS.

10.4 CHANGES TO KEY PERSONNEL

If awarded, grantee must request prior written approval from the Point of Contact listed in Section 1.2 to change any key personnel that are identified by name or position in the application or NOGA.

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 and as outlined in 2 C.F.R. Section 200.340.

In the event the Grant Agreement is terminated in part of or in its entirety by the federal awarding agency, the Grantee shall remain responsible for compliance with 2 CFR Sec. 200.344 and 200.345.

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 a notice will be provided in accordance with Section 11.1.6 of this Grant Agreement. In the event of such termination, Grantee shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. THECB sole and maximum obligation shall be to pay Grantee for previously authorized services completed in accordance with the Grant Agreement and performed prior to the effective date of termination. THECB shall have no other liability, including no liability for any costs associated with the termination.

11.1.2 Termination for Cause

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

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

11.1.3 Abandonment or Default

If Grantee abandons or defaults on the Grant Agreement, THECB reserves the right to terminate the Grant Agreement without notice and re-award as permissible. The abandoning or defaulting Grantee may be restricted in the re-award and may not be considered in future solicitations. The period of suspension will be determined by THECB based on the seriousness of the default.

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 Terms 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, executive orders, regulations, requirements, and guidelines.

11.1.4 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 grant funds.

11.1.5 Effect of Termination

Upon any termination, all indemnities, including without limitation those set forth in this Grant Agreement, as well as Grant Agreement provisions regarding confidentiality, records retention, right to audit, ownership, and dispute resolution, shall survive the termination of this Grant Agreement for any reason whatsoever and shall remain in full force and effect. In the event of any termination, Grantee shall cease all work immediately upon the effective date of termination, unless otherwise mutually 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.

11.2 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 Indemnification, Acts or Omissions 200.447

(This section does not apply to state agencies, local government entities, or political subdivisions of the state of Texas.)

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

11.4 Sovereign Immunity

The Parties stipulate and agree that no provision of, or any part of this Grant 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.

11.5 Assignment

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

11.6 Delegation or Subcontracting

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

11.7 Right to Audit and Records Retention

The Grantee represents and warrants its compliance with the records retention requirements of 2 CFR § 200.333. Agency reserves the right to direct Grantees to retain documents for a longer period of time or transfer certain records to Agency custody when it is determined the records possess longer term retention value. Grantee must include the substance of this clause in all subawards and subcontracts.

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 agrees to cooperate fully with the Audit

Entities in the conduct of an audit or investigation, including promptly providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Grantee and the requirements to cooperate are included in any subcontract it awards.

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

Grantee's failure to comply with this subsection (Right to Audit and Records Retention) shall constitute a material breach of this Grant Agreement and may authorize THECB and the state of Texas to assess appropriate damages for such failure. THECB reserves the right to request the reimbursement of any overpayments 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 overpayments within thirty (30) calendar days of receipt of THECB's written notice.

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

11.8 Time and Effort Recordkeeping

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

11.9 Texas Grant Management Standards

Grantee agrees to follow and comply with the Texas Grant Management Standards (TxGMS), including all its applicable conditions and State Assurances. TxGMS is herein

incorporated for all purposes into this Agreement. All applicable conditions and uniform assurances can be found at https://comptroller.texas.gov/purchasing/grant-management/

11.10 Forms, Assurances, and Reports

Awarded Applicant shall timely file with the proper authorities all forms, assurances, and reports required by federal and 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 the Awarded Applicant in the event of Awarded Applicant's failure to comply.

11.11 Site Visits

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

11.12 Supplanting Prohibition

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

11.13 Carryover of Funds

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

11.14 Applicable Conditions and Uniform Assurances

The standard financial management conditions and uniform assurances set out in 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.

11.15 Child Support Obligation Family Code

(*Not applicable to state agencies, government entities, or nonprofits.)*

"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate." Tex. Fam. Code § 231.006(d).

11.16 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.

11.17 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. The awarded Applicant shall ensure the following statement is included in any published work:

> *This work was supported as a 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 the Awarded Applicant be contacted by any news media about any information, including results, findings, or reports regarding activities being conducted under this RFA, the 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 the Awarded Applicant desire to contact any news media about any information, including results, findings, or reports regarding activities being conducted under this RFA, the Awarded Applicant shall notify its THECB Point of Contact before communicating with news media.

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

11.18 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 a 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 the 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.

11.18.3 Protection of Confidential Data (Covered Data and Information)

Covered Data and Information (CDI) means education records containing personally identifiable information (PII), which are subject to limitations on disclosure set forth in the Family Educational Rights and Privacy Act (34 C.F.R. § 99.33(a)(2) and with the terms set forth below 11.18.4-11.18.9.

No CDI will be shared with Grantee. If access to CDI becomes necessary for Grantee to utilize the grant funding, no CDI will be shared with Grantee until Grantee executes a Data Sharing Agreement. Grantee agrees to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in FERPA (34 C.F.R. § 99.33(a)(2)) and with the terms set forth in Section 11, Terms and Conditions. FERPA, 34 C.F.R. § 99.33(a)(2), states that the officers, employees, and agents of a party that receives education record information from THECB may use the information, but only for the purposes for which the disclosure was made.

11.18.4 Acknowledgment of Prohibited Access to Covered Data and Information (CDI)

Grantee acknowledges that the Grant Agreement does not allow Grantee access to CDI. THECB agrees not to knowingly provide Grantee with access to such information. The Grantee agrees it will not knowingly view, access, acquire, transfer, copy, or otherwise reproduce any student level data or other FERPA confidential data.

11.18.5 Prohibition on Unauthorized Use or Disclosure of CDI

While this RFA does not allow Grantee access to CDI, in the event Grantee should in any way acquire CDI, Grantee agrees to hold CDI in strict confidence. Grantee shall not use or disclose CDI received from or on behalf of THECB except as permitted or required by the Grant Agreement, as required by law, or as otherwise authorized in writing by THECB. The grantee agrees not to use CDI for any purpose other than the purpose for which the disclosure was made.

11.18.6 Return or Destruction of CDI

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

11.18.7 Breach

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

11.18.8 Maintenance of the Security of Electronic Information

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

11.18.9 Reporting of Unauthorized Disclosures and/or Misuse of CDI

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

11.19 Infringements

(This section does not apply to state agencies, local government entities, or political subdivisions of the state of Texas.)

GRANTEE SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS, THECB, AND THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, OTHER CONTRACTORS, ASSIGNEES, OFFICERS, AND DESIGNEES FROM AND AGAINST ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS, OR INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK, SERVICE MARK, TRADE SECRET OR OTHER INTELLECTUAL OR INTANGIBLE PROPERTY RIGHT IN CONNECTION WITH OR ARISING FR0M THE PERFORMANCES OR ACTIONS OF GRANTEE PURSUANT TO THIS GRANT/AWARD AGREEMENT. GRANTEE AND THECB AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. GRANTEE SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY GRANTEE WITH THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS IF THECB AND/OR THE STATE OF TEXAS AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, OTHER CONTRACTORS, ASSIGNEES, AND DESIGNEES ARE A NAMED DEFENDANT IN ANY LAWSUIT AND GRANTEE MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE OF THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS. GRANTEE AND THECB AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

Grantee shall have no liability under this section if the alleged infringement is caused in whole or in significant part by: (i) THECB's use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product by THECB without Grantee's approval, (iii) any modifications

made to the product by Grantee pursuant to THECB's specific instructions, (iv) any intellectual property right owned by or licensed to THECB by a person or entity other than Grantee, or (v) any use of the product or service by THECB that is not in substantial conformity with the terms of any applicable license agreement.

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

11.20 Ownership/Work Made for Hire

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

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.

Grantee shall ensure that this provision, "Ownership/Work Made for Hire," is contained in any subcontract THECB has authorized Grantee to award. Grantee shall not use, willingly allow, or cause to have such Work used for any purpose other than the

performance of Grantee's obligations under this Grant Agreement without THECB's prior written consent; provided, however, that Grantee shall be allowed to use non-confidential materials for writing samples in pursuit of work or for other governmental or educational purposes.

11.21 Additional Grantee Responsibilities

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

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

Grantee agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Water Pollution Act, as amended, 42 U.S.C. §§ 7401, et seq. and 33 U.S.C. §§ 1251, et seq., respectively. Grantee agrees to report each violation to THECB and understands and agrees that THECB will, in turn, report each violation as required to assure notification to the U.S. Department of Education and the appropriate Environmental Protection Agency Regional Office. Grantee agrees to include these requirements in each subcontract or subaward under this Agreement exceeding $150,000.

Grantee will use the federal funds only for uses permissible under this application consistent with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance, 2 C.F.R. Part 200). In addition, Grantee agrees to follow the Uniform Grant Management Standards, including all of its applicable conditions and State Assurances.

11.22 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 the cause for termination of this Grant Agreement. Grantee represents and warrants that performance under the Grant Agreement will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. In addition, Grantee represents and warrants its compliance with §2 C.F.R. § 200.112, including the U.S. Department of Education's Conflict of Interest rules found at § 34 C.F.R. 75.524-75.525.

11.23 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 Perkins@highered.texas.gov. The Texas Ethics Commission portal link can be found at https://www.ethics.state.tx.us/filinginfo/1295/.

11.24 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.

11.25 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."

11.26 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.

Grantee agrees to comply with all applicable Federal civil rights laws prohibiting discrimination in programs or activities receiving Federal financial assistance.

11.27 Employees of Grantee

Grantee and its employees, agents, and subcontractors shall not be deemed or construed to be the employees or agents of THECB for any purpose whatsoever. Grantee agrees and acknowledges that Grantee, its employees and agents, 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.

11.28 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.

11.29 Taxes, Workers' Compensation Insurance, and Unemployment Insurance, Including Indemnity

(This section does not apply to state agencies, local government entities, or political subdivisions of the state of Texas.)

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

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

Applicant shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any court, administrative body, or tribunal in any matter affecting the performance of the Grant Agreement, including, if applicable, workers' compensation laws, compensation statutes and regulations, and licensing laws and regulations. Upon THECB's request, Grantee shall furnish THECB with satisfactory proof of its compliance.

11.30 Prohibition on Use of Funds for Lobbying

Grantee certifies that no federal appropriated funds have been paid or will be paid to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress,

or an employee of a member of Congress on its behalf to obtain, extend, or modify this contract or grant. If non-federal funds are used by Grantee to conduct such lobbying activities, Grantee shall promptly file the prescribed disclosure form. In accordance with 31 U.S.C. § 1352(b)(5), Grantee acknowledges and agrees that it is responsible for ensuring that each subrecipient and subcontractor certifies its compliance with the expenditure prohibition and the declaration requirement.

In addition, 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 §§ 403.1067 or 556.0055.

11.31 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.

11.32 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 of the need for such relief shall rest upon 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.

11.33 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.

11.34 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.

11.35 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.

11.36 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.

11.37 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 notifications 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. The grantee represents and warrants that it will, within ten (10) business days of the award of Grant Agreement, provide THECB with current certificates of insurance or other proof acceptable to THECB of the following insurance coverage:

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

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

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

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

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

Grantee shall:

(1) Provide written notice to THECB by e-mail at Perkins@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 the Grantee's performance under the Grant Agreement; and

(3) Deliver to THECB by e-mail at Perkins@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 the 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 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.

11.40 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.

11.41 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.

11.42 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.

11.43 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.

11.44 No Commissions

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

11.45 Applicable Taxes

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

11.46 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 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". 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/.

11.47 Smoking Policy

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

11.48 Substitutions

Substitutions are not permitted without THECB's written approval.

11.49 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 the 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.

11.50 Cybersecurity Training

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

11.51 Disaster Recovery Plan

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

11.52 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.

11.53 Debarment and Suspension

EOs 12549 and 12689- Grantee certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

11.54 Disclosure of Violations of Federal Criminal Law

Grantee represents and warrants its compliance with 2 CFR § 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.

11.55 Executive Head of a State Agency Affirmation

Under Section 669.003 of the Texas Government Code, Grantee certifies that it does not employ, or has disclosed its employment of, any former executive head of the

THECB. If Grantee employs or has used the services of a former executive of THECB, then Grantee shall provide the following information in the Response: name of the former executive, the date of separation from THECB, the position held with Grantee, and the date of employment with Grantee.

11.56 Disclosure Protections for Certain Charitable Organizations, Charitable Trusts, and Private Foundations

Grantee represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

11.57 Legal Authority

Grantee represents that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the Grantee's governing body, authorizing the filing of the

Response, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of Grantee to act in connection with the Response and to provide such additional information as may be required.

11.58 Open Meetings

If Grantee is a governmental entity, Grantee represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special or called meeting of a governmental body to be open to the public, except as otherwise provided by law.

11.59 Reporting Suspected Fraud and Unlawful Conduct

Grantee represents and warrants that it will comply with Section 321.022 of the Texas Government Code which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

11.60 Compliance with Rules

Grantee represents and warrants that it will comply, and assure the compliance of all its subrecipients and contractors, with all applicable federal and state laws, rules, regulations, and policies in effect or hereafter established. In addition, Grantee represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Respondent, the more restrictive requirement applies. 200.318.

11.61 Dispute resolution

The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties to resolve any dispute arising under the agreement

11.62 Reporting compliance

Grantee represents and warrants that it will submit timely, complete, and accurate reports in accordance with the grant and maintain appropriate backup documentation to support the reports.

Appendix A: RFA DEFINITIONS

1. **Applicant** – An eligible postsecondary institution, as defined in Section 3 of this RFA.
2. **Application** – The document(s) submitted in response to a RFA or other notice of a grant funding opportunity which include but are not limited to a budget and project description.
3. **Authorized Agent or Representative** – Any person who acts on behalf of or who is authorized to commit a participant in a covered transaction.
4. **Awarded Applicant** – The successful recipient 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.
5. **Competitive Grants** – A type of grant program where grant funds are awarded to the most qualified eligible Applicants based on the criteria set forth in the RFA.
6. **Expend(ed)** – Time at which incurred costs are actually paid.
7. **Grant Agreement** – A legal instrument of financial assistance between the Coordinating Board and a grantee to transfer grant funds in accordance with state law, federal law, and the General Appropriations Act, as applicable, and to set forth the terms and conditions of the grant award.
8. **Grant Management System** – Grant management portal for the Texas Higher Education Coordinating Board: https://thecb.fluxx.io/
9. **Incur(red)** – Costs that the Awarded Applicant is legally obligated to pay during the grant period, for example, when an invoice is received or when services are rendered.
10. **Notice of Grant Award (NOGA)** – An official legal document used in conjunction with a RFA that notifies an entity of a grant award, provides the terms of the award, and is legally binding upon full execution.
11. **Request for Applications** – A type of solicitation notice in which the Coordinating Board announces available competitive grant funding, sets forth the eligibility and terms and conditions governing the grant program, provides evaluation criteria for submitted applications, and provides instructions for an eligible entity to submit an application for such competitive funding.
12. **State Fiscal Year** – The period of time beginning on September 1 and ending on August 31 of the following year, both dates inclusive.
13. **State Business Days** – Monday through Friday, 8:00 a.m. to 5:00 p.m. CT, except for scheduled state of Texas and national holidays.
14. **THECB** – The agency known as the Texas Higher Education Coordinating Board, including agency staff.

Appendix B: CALENDAR OF EVENTS

July 10, 2026	Request for Applications Published
July 15, 2026	Inquiry Deadline
July 31, 2026	Application Deadline
August 17, 2026	THECB Announces Grant Awards
September 1, 2026*	Anticipated Grant Period Start Date
December 10, 2026	First Quarterly and Expenditure Report 1 Due
March 10, 2027	Second Quarterly and Expenditure Report 2 Due
June 10, 2027	Third Quarterly and Expenditure Report 3 Due
April 30, 2027	Equipment Purchase Deadline
June 1, 2027	Grant Extension Deadline
August 31, 2027	Grant Period Ends – Last Day to Incur Grant Funds
September 15, 2027	Final Quarterly Expenditure and Inventory Reports Due

*Grant Period begins September 1, 2026, or upon execution of Notice of Grant Award, whichever is later.

Appendix C: 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.
- 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 Perkins Leadership RFA.

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 the 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.

WHY EVIDENCE-BASED GRANT-MAKING?

The most effective job training programs open new opportunities and can 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 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.

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 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.

EVIDENCE TIER DEFINITIONS AND REQUIREMENTS

This section explains the evidence tiers and requirements for each. See information 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 a 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 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 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 a 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.

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.
- Pathways to Work Evidence Clearinghouse
- Crime Solutions
- What Works Clearinghouse

DETERMINING EVIDENCE TIERS

Using the instructions below, applicants will complete the Application Evidence Tiers and Requirements section of the application to earn bonus points, which will be added to the overall application score. This section includes the Evidence Tier List and Documentation of Evidence.

Background. THECB values and will consider awards to programs at all levels of the continuum of evidence 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 the Application of Evidence Tiers and Requirements section of the application.
3. Provide documentation in the Application of Evidence Tiers and Requirements section as required to support evaluation of the application for the evidence tier selected.

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

DETERMINING, SELECTING, AND PROVIDING DOCUMENTATION FOR THE APPLICATION EVIDENCE TIER

Use the Texas Workforce Commission's Decision Tree 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 https://www.highered.texas.gov/workforce-education-overview/carl-d-perkins-grant/perkins-state-leadership-grants-cycle-2025-2026/

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. Section 7.2 of this RFA lists the Priority Bonus point values assigned to the evidence tiers.