TEXAS HIGHER EDUCATION COORDINATING BOARD

REQUEST FOR APPLICATIONS

Texas Science, Technology, Engineering, and Mathematics (STEM) Center for Teacher Professional Learning

STEM Center for Teacher Professional Learning

2012

NOTICE OF INTENT DEADLINE:	Monday, November 30, 2012, 5 p.m. C.T.
INQUIRY DEADLINE:	Friday, December 14, 2012, 5 p.m. C.T.
APPLICATION DEADLINE:	Friday, December 21, 2012, 12 p.m. C.T. (noon)

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1. OVERVIEW OF FUNDING OPPORTUNITY

1.1 Program Title

Science, Technology, Engineering, and Mathematics Center for Teacher Professional Learning [**STEM Center for Teacher Professional Learning**]

1.2 Program Background

In 2011, the 82nd Texas Legislature passed House Bill 2910, codified as Texas Education Code Sections 61.9791 through 61.9795, to address the state's need for increases in the number of students pursuing and graduating from Science, Technology, Engineering, and Math (STEM) programs. It is therefore critical to develop a greater number of better prepared public school teachers in the STEM content areas.

The Texas Higher Education Coordinating Board's (THECB) Accelerated Plan for Closing the Gaps by 2015 emphasizes the critical role of P-12 teachers in preparing students for higher education. This plan not only focuses on teacher certificate production, but also on teacher effectiveness and increasing support and funding for collaborative efforts that promote the implementation of best/promising practices in preparing effective teachers, especially in STEM shortage areas.

1.3 Program Authority and Available Funding

The STEM Center for Teacher Professional Learning is funded from the General Appropriations Act for the 2012-2013 biennium, THECB A.1.3 Strategy, Close the Gaps-College Readiness through Texas Education Code § 61.0762(a) Program to Enhance Student Success. The program will provide grant awards ("Grant" or "Award") to qualified and selected Texas Public Universities beginning in 2013, as funds are available. The total award amount available for funding grants to selected public universities will be $1,586,250.

1.4 Program Description

The THECB is seeking to award Grants to establish one or more STEM Center for Teacher Professional Learning to support development and delivery of faculty-led professional learning for in-service Texas K-12 STEM teachers and mid-career degreed individuals who have made a commitment to prepare and become certified as a Texas teacher in a STEM course area.

In addition, grantees and the funded STEM Centers for Teacher Professional Learning would coordinate related statewide research, serve as experts in related policy development efforts and provide the necessary tools and support for educator preparation programs to plan and implement a successful and balanced STEM teacher preparation curriculum. Efforts would include an emphasis on serving diverse and economically disadvantaged student populations.

This RFA is seeking Applications from eligible Texas Public Colleges or Universities that offer State Board for Educator Certification (SBEC)-approved educator preparation programs (Definitions, Appendix B) successful in preparing significant numbers of science and mathematics teachers. For specific information on Applicant eligibility, see section 3 and Appendix A, *List of Eligible Applicants*.

(This program is hereinafter referred to as "STEM Centers.")

1.5 THECB Point of Contact

Elizabeth Powers, Program Director
Email: Elizabeth.powers@thecb.state.tx.us
Phone: 512.427.6535

2. AWARD SUMMARY

2.1 Allocation of Funding

The funding available to support selected grantees will be allocated among one (1) to three (3) selected Applicants and will be commensurate with the approved scope of work as determined by reviewers, THECB program staff and the capacity of the Applicant.

2.2 Cost Sharing or Matching Funds Requirements

Cost sharing or matching funds are not required. However, an eligible Applicant is encouraged to obtain commitments for cost sharing funds. Cost sharing could include Awarded Applicant or grant partner in-kind or monetary contribution. An Eligible Applicant should document any anticipated cost sharing or matching funds that would support the STEM Center.

2.3 Grant Term

This RFA Grant Term is from February 1, 2013 through August 31, 2015. All expenditures and encumbrances of expenditures must be made before June 30, 2015.

3. ELIGIBILITY INFORMATION

3.1 Eligible Applicants

An Eligible Applicant Institution (Applicant) is a Texas Public College or University that offers SBEC-approved educator preparation programs successful in preparing significant numbers of science and mathematics teachers as measured by initial teacher certification counts in mathematics, science or computer science of at least 30 as a 5-year average ending in 2011. See Appendix A for list of eligible Institutions of Higher Education (IHEs).

Community colleges, private colleges or universities, independent colleges or universities, or other private or for-profit entities are <u>not</u> eligible to submit an application or be funded as a grantee.

3.2 Eligible Principal Co-Investigators

Each Project (Definitions, Appendix B) must have at least two principal co-investigators who are responsible for some aspect of the preparation of teachers. One of the principal co-investigators (project co-director) submitting an Application under this RFA must be regular faculty in a college, school, or department of education; the other principal co-investigator (project co-director) must be regular faculty in a STEM field; and both co-investigators must be regular faculty at an Eligible Applicant Institution (Section 3.1). The co-investigators need not be from the same Eligible Applicant Institution.

3.3 Eligible Additional Principal Co-Investigators and Eligible Partners

Each Project may have additional co-investigators (project co-directors) that hold a faculty position at an accredited Texas College or University that trains teachers in STEM fields. The faculty could be from other departments within the Applicant institution, or from relevant departments at other private or public colleges or universities with teacher preparation programs.

Eligible Partners could include public, private or charter schools; faculty from other departments within the Applicant institution; faculty at other private or public colleges or universities; Texas Education Service Centers and non-profit entities that can demonstrate a history of improving the effectiveness of K-12 teachers in STEM fields. For-profit entities are not eligible Applicant Partners.

3.4 Eligible Program Participants

Eligible participants will vary depending on which of the three program components they will be participating in.

3.4.1 Eligible participants in the **Faculty-Led Teacher Professional Learning** component of the STEM Center (Section 4.1) fall into two major categories. An eligible participant must, at a minimum be either a:

(a) K-12 teacher in a Texas public, private or charter school with a teaching assignment of at least one course in mathematics, science, engineering or technology related to STEM content areas

OR

(b) college graduate without teaching credentials who is committed to obtaining certification in a STEM area and teaching in a Texas K-12 school. An example would be an individual who is participating in an alternative certification program or advanced degree program preparing them to teach math or science at the K-12 level.

Applicant will provide additional definition of eligibility as part of the Application.

3.4.2 No Eligible Participants have been defined for the **Research and Expert Guidance** (Section 4.2) component of the STEM Center. The component may include partners, personnel and sub-contractors, but would not have teacher or faculty participants.

3.4.3 Eligible Participants in the **Educator Preparation Program Review and Redesign Support** (Section 4.3) component of the STEM Center will, at a minimum, be faculty and administrators working in educator preparation programs training teachers in STEM areas. Applicant will provide additional definition of eligibility as part of the Application.

4. STEM CENTER PROGRAM REQUIREMENTS

4.1 Component A: Faculty-Led Teacher Professional Learning

The Awarded Applicant(s) (Definitions, Appendix B) will establish Texas STEM Centers to provide faculty-led professional learning for Texas K-12 STEM teachers and mid-career college graduates who have made commitments to prepare for the teaching profession. The STEM Center is not intended to offer professional learning opportunities for K-12 administrative staff in trainer-of-trainer models.

The professional learning component of the project will include research-based strategies that promote high-yield instructional approaches to help teachers in STEM fields help students meet Texas College and Career-Readiness Standards (CCRS) (Definitions, Appendix B). The STEM Center will focus on developing teacher content knowledge and discipline-related instructional skills in a professional learning structure and environment that promotes teacher effectiveness. Efforts must include an emphasis on supporting teachers who serve diverse and economically disadvantaged student populations.

4.2 Component B: Research and Expert Guidance

The STEM Center will identify, compile, and organize research on professional learning models and approaches that help STEM teachers become more effective in the classroom. This could include research on implementation of best/promising practices that help STEM teachers prepare K-12 students so they are college and career ready. These materials could also help provide support for related policy development. The STEM Center will also conduct research and evaluate its own work for dissemination and use.

4.3 Component C: Educator Preparation Program Review and Redesign Support

The STEM Center will provide the necessary tools and support for other institutions of higher education to plan and implement an effective and rigorous STEM teacher preparation curriculum that fosters use of research-based instructional strategies. This could include collaboration with and support for other universities to change the STEM components of their teacher educator preparation programs to produce more effective teachers.

5. NOTICE OF INTENT

5.1 Notice of Intent Submission

A Notice of Intent email must be completed and submitted by the Applicant to the Point of Contact (Section 1.5) through email no later than 5 p.m. Central Time, Monday, November 30, 2012. Applications for which a Notice of Intent has not been submitted will not be considered for a Grant Award. After receipt of the electronic Notice of Intent submission, THECB will email confirmation of receipt to Applicant with instructions on electronic Application submission to THECB.

5.2 Notice of Intent Format and Content

The Notice of Intent must include:

- the email subject line "STEM Center for Teacher Professional Learning,"
- a statement indicating the intent to submit an application under this RFA to create a STEM Center for Teacher Professional Learning,
- the name of the Applicant institution,
- the name, address, telephone number, and email address of individuals authorized to submit an application, and
- the departmental affiliation(s) and faculty status of the individuals authorized to submit an application.

6. APPLICATION SUBMISSION GUIDELINES AND DEADLINES

6.1 Application Format and Contents

An application must include the elements detailed in Sections 8 and 9. Applications should be formatted as follows:

- Text-based application pages should be double-spaced in 11 point Times New Roman or Cambria.
- Pages should have 1 inch margins on all sides.
- Page limitations are provided in each section of the application instructions.
- Application sections and all required attachments must be converted and combined into a single PDF document for transmission to THECB.
- Every effort should be made to provide page numbers for the complete PDF including the attachments, rather than numbering each section separately.
- The Eligible Applicant name (Section 3.1) and "THECB STEM Center, 2013-2015" must be typed at the bottom right corner of each page.

6.2 Mode of Submission

Applicants must submit Applications including required and optional attachments to THECB in electronic format (Section 6.1) by the deadline noted (Section 6.4). Instructions on how to electronically submit an Application will be provided in the response email to each Applicant's Notice of Intent (Section 5).

6.3 Maximum Number of Applications

Each Applicant may submit only one (1) Application in response to this RFA. Applications in partnership may be submitted; however, one fiscal agent must be identified.

6.4 Application Deadline

The application deadline is 12 p.m. (noon) Central Time on Friday, December 21, 2012.

7. INQUIRIES

All inquiries shall be directed to the THECB Point of Contact (Section 1.5).

Applicants and prospective Applicants must not discuss an Application with any other THECB employee unless authorized by the THECB Point of Contact. Questions must be submitted in writing via email to elizabeth.powers@thecb.state.tx.us no later than 5 p.m. Central Time on December 14, 2012.

All responses by THECB must be submitted in writing to be binding.

Any information deemed by THECB to be important and of general interest or which modifies requirements of the RFA shall be sent in the form of an addendum to the RFA to all Applicants that have submitted a Notice of Intent or an Application. All Applicants must acknowledge receipt of all addenda, if any, to this RFA by sending such acknowledgement via email to THECB Point of Contact.

8. APPLICATION ELEMENTS

8.1 Cover Page

The cover page should include the following elements:

- Name of RFA Program
- Date of Application submission
- General Applicant information on the STEM Center principals including:
  - name of Applicant IHE (s)
  - proposed Principal Co-Investigators
  - Co-Investigators' email addresses and phone numbers
  - total proposed program costs (section 9 and Appendix C)
  - signature of Applicant

8.2 Transmittal Letter

The letter should identify the person or entity submitting the Application and include a commitment by that person or entity to provide the services required by THECB. The transmittal letter should be signed by the person at the institution who is legally authorized to enter into a binding agreement on behalf of the institution. The transmittal letter should be written on institution letterhead and addressed to Elizabeth Powers, Program Administrator, Texas Higher Education Coordinating Board.

The letter must specifically identify that the Application is in reference to the "STEM Center for Teacher Professional Learning" RFA. The letter must include "full acceptance of the terms and conditions described in this Request for Applications." Any exceptions must be specifically noted in the letter and the Applicant's proposed alternative must also be provided in the Application. Applicants cannot take a "blanket exception" to this entire RFA. Applicants are strongly encouraged to submit written questions during the official inquiry period regarding any term or condition of this RFA. However, any exceptions may disqualify the Application from further consideration. The letter must state, "The Application enclosed is binding and valid at the discretion of THECB."

The letter should also include:

- the name of the proposed project,
- the name of the individuals who will manage the proposed project,
- the name of the individual authorized to negotiate and sign a contract,

- the name of the individual who should be contacted with any questions that may arise during review of the application, and
- certification of the Application information by the Applicant's Program Director or Chief Academic Officer. The Application must be signed by an institutional official who is legally authorized to submit the Application on behalf of the Applicant.

8.3 Executive Summary

The Application summary should include information on all three components of the proposed project, goals and objectives proposed by the Applicant; key project partners and a brief overview of proposed program activities. Do not include budget information in this section.

This section of the application should not exceed 2 pages of double-spaced type.

8.4 Table of Contents and Page Formatting

Include a Table of Contents that lists major application headings and all attachments. This section of the Application should not exceed 2 pages.

8.5 Project Narrative

8.5.1 Statement of Need

Provide a needs assessment for each component of the project. This section of the Application should not exceed 6 pages of double-spaced type.

Applicant should provide information on STEM needs across the state that captures need at the K-12 teacher and student level. The data provided for the demonstration of need should explain STEM teacher preparation and performance weaknesses that need to be addressed. Describe the aspects of STEM teacher effectiveness that have been identified as most important in improving student achievement and document the areas where teachers are not adequately prepared.

Include a summary of supporting documentation. Supporting data and documentation can be included as an optional attachment (Section 8.5.9)

8.5.2 Structure of the STEM Center for Teacher Professional Learning

This section of the Application should not exceed 3 pages of double-spaced type.

Applicant should provide information about how the STEM Center would be organized to carry out all proposed activities for each of the Center Components. Applicant should describe how the Center will be organized to ensure that the work of the three components will inform and be informed by the work being completed in the other components of the project. Explain how the STEM Center will be organized to support strong communication among key personnel. Applicant should demonstrate a cohesive approach that integrates the work of the three Project Components.

8.5.3 Project Design, Component A: Faculty-Led Teacher Professional Learning

Component A of the proposed Project should provide a comprehensive approach to helping STEM teachers become more effective in improving student achievement. The focus should be on helping students meet the CCRS (Appendix B). This Component of the Project should propose a design that supports teacher implementation of high-yield instructional strategies in the classroom. Component A of the Project is not designed to be a trainer of trainers model, but a direct instruction model that can be adapted for use by other institutions and schools.

Although funding can be provided for reasonable tuition-bearing or professional development course support as part of an overall approach to teacher professional learning, all teacher support should not

be in the form of tuition support. Component A of the THECB program is not designed to only provide graduate credit or master's degree support.

This section of the Application should not exceed 18 pages of double-spaced type.

Goals and Measurable Objectives
Provide goals and objectives for this Component of the proposed Project that are measurable and will be included in the Program Evaluation (Section 8.5.8 and Appendix D).

Participant Selection and Eligibility
Applicant will provide recruitment, application, and selection procedures for participants in this component of the project. Define the criteria that will be used to determine eligibility in addition to those detailed in Section 3.4.1. Describe how you will identify schools most in need of support for their teachers.

Project Elements

- Describe your proposed program for Teacher Professional Learning. Include your overall and specific strategies for helping teachers address the needs of diverse student populations.
- Include an estimate of the number of participants that will be directly supported by Component A.
- Include information on how the weaknesses demonstrated in the needs section are addressed in this Component.
- Describe the aspects of your approach that will help teachers become more effective in ways that influence student achievement.
- Describe the partnerships that are pertinent to this Component of the proposed STEM Center.
- Describe how you will support collaboration with school and IHE partners to ensure Application goals and objectives are met.
- Describe how your project is designed to support teacher implementation of high yield instructional strategies to improve student learning in STEM areas. Explain how your collaboration with partners will ensure teachers are able to implement on their classrooms.
- State the aspects of teacher classroom behavior are you targeting with your professional learning approach.
- Include information on the theoretical support for your approach. This could include information on current efforts in STEM education at the K-12 level, what challenges have been documented and what solutions have been proposed. Explain how your proposed Project takes previous efforts into account.
- Include information on how your experiences in providing professional learning opportunities have influenced the design and development of Component A of the proposed Project.
- In the Attachments (Section 8.5.9) include a Professional Learning Timeline that includes key dates with activities and major professional learning elements. Include a scope and sequence of content- and pedagogy-related instructional sessions.
- In the Attachments (Section 8.5.9), include letters of commitment from any partners who will play a key role in Component A of the project.
- If an application form has been created, include that form in the optional Application Attachments (Section 8.5.9).
- If there are course syllabi, these should be included as optional Application Attachments (Section 8.5.9).

8.5.4 Project Design, Component B: Research and Expert Guidance

This Component of the STEM Center Project should be focused on organizing relevant research and practical guidance on all aspects of professional learning efforts for STEM teachers. This section of the Application should not exceed 5 pages of double-spaced type.

Goals and Measurable Objectives
Provide goals and objectives for this Component of the proposed Project that are measurable and will be included in the Program Evaluation (Section 8.5.8 and Appendix D).

Project Elements
Outline the proposed plan to identify, compile and organize research on professional learning approaches and models to help STEM teachers become more effective.

- Applicant should include information on how the demonstrated need is addressed in this component of the Project work.
- Explain how the ongoing research related to Component A (Section 4.1) of the STEM Center will be incorporated into this Component of the Project.
- Explain how the collected information will be organized and disseminated to be most useful to other IHE faculty, administrators and teachers.
- Describe the partnerships that are pertinent to this component of the proposed STEM Center.
- In the Attachments (Section 8.5.9), include letters of commitment from any partners who will play a key role in Component B of the Project.

8.5.5 Project Design, Component C: Educator Preparation Program Review and Redesign Support
This Component of the Project should provide information that would be helpful to teacher education preparation program personnel who are planning and implementing changes to improve novice teacher effectiveness. This section of the Application should not exceed 7 pages of double-spaced type.

Goals and Measurable Objectives
Include goals and objectives for this Component of the proposed Project that are measurable and will be included in the Program Evaluation (Section 8.5.8 and Appendix D).

Project Elements

- Applicant should include information on how the demonstrated need is addressed in this component of the Project work.
- The STEM Center would identify and provide the necessary tools and support for other IHEs to plan and implement an effective and rigorous STEM teacher preparation curriculum.
- Explain how the collected information will be organized and disseminated to be most useful to other IHEs with STEM teacher education programs.
- Describe the partnerships that are pertinent to this component of the proposed STEM Center.
- In the Attachments (Section 8.5.9), include letters of commitment from any partners who will play a key role in this Component of the Project.

8.5.6 Demonstrated Success in Similar Programs
This section of the Application should not exceed 2 pages of double-spaced type.

Application must include an overview of similar programs that the Applicant has undertaken related to all three (3) components of the STEM Center RFA (Section 4.1-4.3). Provide the major goals and objectives of these programs and the outcomes data measuring the success of the activities or programs. Similar activities or programs are not limited to the mathematics, science, and/or technology model, but must be a program designed to provide in-service or pre-service professional development for public school teachers or teacher education program candidates in STEM areas.

8.5.7 Project Management
Describe the management plan to carry out the required activities for all three (3) Components of the proposed Project. Summarize evidence of capacity at the school and institutional level, and at the

personnel level to carry out the proposed project. This should demonstrate a high quality plan for using resources and qualified personnel to achieve each objective.

This section should not exceed 5 double-spaced pages, excluding vitae, a management schedule and any letters of commitment that are required as Application Attachments (Section 8.5.9).

- Include information on key personnel roles and responsibilities.
- Include information on supporting staff and their role in supporting Center activities and management.
- Describe the partnership plan with other IHEs, content experts, and schools including information on how the Applicant intends to work with partners in developing and implementing the program.
- Describe the process for identifying STEM Center instructional faculty and other key personnel including faculty at other IHEs and any sub-contractors.
- In the Attachments (Section 8.5.9), provide a management schedule that captures Project planning, implementation activities, and deadlines including dates, major management tasks and person assigned to carry out tasks.
- In the Attachments (Section 8.5.9), Include a 4-page vita for any key personnel who have already been selected. If personnel have not yet been selected for key positions, include position descriptions.
- In the Attachments (Section 8.5.9), include letters of commitment from any partners who will play a key role in the management of the project.

8.5.8 Program Evaluation and Follow-Up Services

The Applicant shall provide a description of how the Academy goals and objectives as required under this RFA will be evaluated. This section of the Application should not exceed 3 pages of double-spaced type.

In the format provided in Appendix D, Template – Project Evaluation, indicate the following and include this as an attachment to the Application:

- Key goals and objectives Applicant will address;
- Anticipated activities/strategies the Applicant plans to develop to reach those goals and objectives;
- Anticipated short- and long-term outcomes;
- Measures that Applicant will use to evaluate the success of each strategy's ability to meet the proposed outcome(s);
- Stakeholders impacted by these goals and objectives; and
- Methods used to gather the data.

Evaluation activities should be included in the project timeline. The methods used should be both qualitative and quantitative, and all stakeholders should be included. Applicant should include a short description of individuals responsible for conducting the evaluation and their qualifications.

Applicant agrees to participate in the THECB cross-site evaluation. Applicants must have authority to gather, review, and report to THECB appropriate data from all partners. The THECB evaluator will send standard data entry and transmission instructions and program evaluation reporting templates to Awarded Applicant. Applicant must designate an individual who will be responsible for generating these data and reports, and submitting them to the THECB.

Applicant shall indicate if there will be any follow up activities with the Academy Participants, the nature of those activities, and how activities will be evaluated.

8.5.9 Application Attachments

Attachments should be included in the Application in the order in which they are listed below.

Required Attachments:

- Budget (Section 9 and Appendix C)
- Budget Narrative (Section 9)
- Management Schedule (Section 8.5.7)
- Vitae for Key Personnel(Section 8.5.7)
- Professional Learning Timeline (Section 8.5.3)
- Project Evaluation Plan (Section 8.5.8 and Appendix D)
- Letters of commitment (Section 8.5.3-8.5.7)

Optional Attachments:

- Participant Application Form
- Course syllabi
- References

9. PROJECT BUDGET AND BUDGET NARRATIVE

9.1 Budget Contents and Format

The Project Budget must include amounts and allowable program expenditures over the grant period and should follow the guidelines in Sections 9.1 to 9.6. Budget must be prepared using the categories in the template provided in Appendix C. An electronic copy of the budget template is available on the THECB Educator Quality website. Applicants should use this to prepare the Project Budget.

The budget should include salaries projected for the managing director, other professional staff, and support staff, as well as fringe benefits as required. Travel costs can be included for participants or Project principals to carry out each component of the proposed plan. The budget can also include fees to consultants, interns or other non-staff persons to provide appropriate services for the Project. Applicants may include other direct costs to implement the Program including faculty or student materials, supplies, and non-capital expenses necessary for successful project implementation.

9.1.1 Budget Distribution

The budget should support efforts for all three components of the project, with the budget supporting <u>direct costs</u> for each component according to the distribution indicated below.

50% Component A: Faculty-Led Teacher Professional Learning (Section 4.1)
25% Component B: Research and Expert Guidance (Section 4.2)
15% Component C: Educator Preparation Review and Redesign (Section 4.3)
10% Program Evaluation and Follow-Up Services (Section 8.5.8)

9.1.2 Indirect Costs

Applicant may include an indirect cost calculated not to exceed 8 percent of the modified direct costs. Modified direct costs are defined as the total direct costs, minus any tuition or tuition-related fees.

9.1.3 STEM Center for Professional Learning Teacher Support

Applicant may award scholarships to Eligible Teacher participants in an amount not to exceed $3,000 annually for a maximum of two (2) years of support. Eligible Teacher participants must be in good standing with the institution and fulfill all the obligations required by the STEM Center for Professional Learning scholarship program. The scholarships can be used for tuition support for university credit

courses or for professional development credit that can used to meet SBEC requirements for professional learning (Appendix B).

9.1.4 Prohibited Costs

Programs are prohibited from expending STEM Center funds on the following:

- Salaries or other stipends that are calculated at a higher pay rate than that which an individual (or similar position) normally receives at the public IHE. Costs for faculty and staff funded under "Center for STEM Professional Learning Center" must reflect salaries appropriate to the tasks that will be performed, and the length of time spent on "Center for STEM Professional Learning Center"-related activities.
- Construction or remodeling of facilities, architect's fees and feasibility studies.
- Costs incurred prior to the Grant Award.

9.2 Budget Narrative

The budget narrative should be a text justification for the proposed amounts in each budgeted category. The budget justification should include information explaining how the proposed expenditures will allow Applicant to meet the goals and objectives of the project. In each category of the budget narrative, indicate how the funds are distributed across the Project Components.

9.3 Use of Awarded Funds

THECB shall negotiate a final budget with each Awarded Applicant. Funds awarded under STEM Center for Professional Learning must be expended only for the costs related to the administration of the program and to provide support for eligible participants. All reasonable costs in the categories below are allowable, except for those expressly prohibited in Subsection 9.4.

9.4 Budget Changes

Transfer of approved budgeted funds across budget categories requires prior THECB staff approval. In addition, any change in the use of funds within a budget category greater than 10 percent requires prior THECB staff approval. Any budget changes related to major changes in scope of work require THECB staff approval.

10. APPLICATION REVIEW AND AWARD

10.1 Conforming to Requirements

THECB staff shall evaluate all Applications to determine if they conform to the requirements of the RFA. Those that do not conform will be eliminated from further consideration and Applicant shall be notified of that fact.

10.2 Expert Evaluators

THECB shall engage expert evaluators and THECB staff in the evaluation of all conforming Applications. The Application Review Form included as Appendix E shall be used by the reviewers, although the reviewers will be empowered to consider other factors they deem appropriate.

10.3 Contract Negotiation

THECB intends to negotiate contracts with those Applicants that are determined by THECB through the evaluation process to have submitted successful Applications. THECB will negotiate with successful Applicant(s) to develop Contract(s)/Agreement(s) that address the items included in this RFA.

10.4 Inadequate Applications

THECB makes no assurances that any Application will be accepted. If Applications are deemed to be of inadequate quality or if negotiators find it impossible to develop a Contract that serves the State's interests, no projects will be selected.

11. PAYMENT

11.1 Distribution of Funding

Funding will be provided to each Awarded Applicant according the schedule outlined below.

The STEM Center for Teacher Professional Learning is funded by state appropriation or equivalent (Section 2.1). An initial payment not to exceed 35% of the original grant award shall be disbursed upon receipt and execution of the institution's signed Notice of Grant Award by the THECB.

A payment shall be disbursed upon receipt, review, and approval of the first year interim program and financial reports by the THECB. The total of this payment plus previous payments shall not exceed 50% of the grant award amount.

A payment shall be disbursed upon receipt, review, and approval of the end of first year program and financial reports by the THECB. The total of this payment plus previous payments shall not exceed 75% of the grant award amount.

A payment shall be disbursed upon receipt, review, and approval of the second year interim program and financial reports by the THECB. The total of this payment plus previous payments shall not exceed 87% of the grant award amount.

A payment for any additional actual, allowable costs incurred by the grantee under this agreement, up to the remainder of the award, shall be disbursed upon receipt, review, and approval of the grantee's final program and financial reports, and of the evaluators report by the THECB.

The obligation of grantee to provide the final program and financial reports and evaluator's report shall survive the termination of this grant agreement.

THECB, in its sole discretion, may reduce the total grant funds to be disbursed to the grantee if the grantee's interim program and financial reports do not demonstrate adequate expenditure of grant funds.

The THECB is not bound by any award estimates in the RFA. Funding may be reduced or terminated if funds allocated to THECB should become reduced, depleted, or unavailable during the Contract Term. After making a finding that an Awarded Applicant has failed to perform or failed to conform to Grant Conditions, THECB may retract or reduce the Grant Amount of the Awarded Applicant's award.

11.2 Deadline for Grant-Related Expenditures

All expenditures and encumbrances of expenditures must be made before June 30, 2015.

11.3 Return of Unexpended Funds

The THECB requires Awarded Applicants to return any unexpended or unused funds within thirty (30) calendar days after the submission deadline for the last Financial Report, i.e. by August 31, 2015.

12. PROGRAM REPORTING REQUIREMENTS

Program and financial reports must be submitted on a semi-annual basis each year. Additional interim reports or white papers demonstrating development of STEM Center materials may also be required. Report requirements, forms and submission dates will be provided to each funded Applicant. Required reports for each reporting period include a program report and a financial report with required and requested supporting documentation.

12.1 Program Report

STEM Center Directors are required to follow the instructions for the program reports which will be provided by the THECB. Project Directors will provide the completed and signed report using the electronic form requested by THECB and will include requested and required program support documentation. The completed report and supporting documents will be attached to an email to the THECB staff person responsible for program management.

12.2 Financial Report

STEM Center Directors or their fiscal offices are required to follow the instructions for the program reports which will be provided by the THECB. Project Directors will provide the completed and signed report using the electronic form requested by THECB and will include requested and required program support documentation. The completed report and supporting documents will be attached to an email to the THECB staff person responsible for program management.

13. PROVISIONS AND ASSURANCES

13.1 Cost of Application Preparation

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

13.2 Application Delivery and Late Applications

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

Applications shall be considered to be "on time" if they are received on or before the date and time of established deadlines. Applicant shall be solely responsible for ensuring that Application is received by THECB prior to the deadlines outlined in Section 2. THECB shall not be responsible for failure of electrical or mechanical equipment, operator error, or inability of an electronic delivery agent to deliver an Application prior to the deadline. Failure to respond in a timely manner to this RFA shall result in Applicant losing the opportunity to receive a Grant under this program. A late Application, regardless of circumstances, shall not be evaluated or considered for award.

13.3 Conflict of Interest

Applicants must disclose any existing or potential conflicts of interest relative to the performance of the requirements of this RFA. Failure to disclose a conflict of interest may be cause for disqualification of an Application or termination of a Contract resulting from this RFA. If, following a review of this information, it is determined by THECB that a conflict of interest exists, Applicants may be disqualified from further consideration.

13.4 Contract

Submission of an Application confers no rights of Applicant to an award or to a subsequent Contract, if there is one. The issuance of this RFA does not guarantee that a Contract will ever be awarded. THECB reserves the right to amend the terms and provisions of the RFA, negotiate with Applicant, add, delete, or modify the Contract and/or the terms of Application submitted, extend the deadline for submission of Application, or withdraw the RFA entirely for any reason solely at THECB's discretion. An individual Application may be

rejected if it fails to meet any requirement of this RFA. THECB may seek clarification and additional documentation from Applicant at any time, and failure to respond within a reasonable time frame is cause for rejection of an Application.

Upon execution of a Contract resulting from this RFA, the term 'Applicant' shall have the same meaning as 'Awarded Applicant' or 'Grantee'. Likewise, the terms 'Request for Applications' and 'Application' shall have the same meaning as the terms 'Contract.'

13.5 Proprietary Information

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

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

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

13.6 Release of Information by Awarded Applicant

Awarded Applicant shall NOT release any data that is not FERPA compliant. Failure to follow the guidelines established may result in immediate termination of the Contract.

Awarded Applicant agrees to notify THECB Point of Contact of any information released to the news media regarding the activities being conducted under any Contract resulting from this RFA.

Public Disclosure: The Grantee may publish or otherwise make publicly available the results of the work conducted under the Grant. Publication in popular media as well as scholarly journals is encouraged. One reprint of any publication should be made available electronically to the Division of Workforce, Academic Affairs and Research of the THECB on request.

Acknowledgment of Support: An acknowledgment of THECB support must appear in any publication of any material based on this Grant in terms such as the following:
"This material is based in part upon work supported by the Texas Higher Education Coordinating Board's Texas SCIENCE, TECHNOLOGY, ENGINEERING AND MATHEMATICS (STEM) CENTER TEACHER PROFESSIONAL LEARNING PROGRAM) ."

13.7 Release of Application Information by THECB

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

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

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

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

13.8 Amendment and Termination

Amendment: Any amendment or change to the Grant which becomes necessary shall be accomplished by a formal Contract amendment signed and approved by duly authorized representatives of Awarded Applicant and THECB. None of the parties to the Contract will be bound by any oral statements, agreements, or representations contrary to the written Contract requirements and terms and conditions.

THECB Right to Terminate for Cause: As consistent with applicable law, THECB may terminate the Contract, in whole or in part, immediately upon notice to Awarded Applicant, or at such later date as THECB may establish in such notice, upon the occurrence of any material breach, including, but not necessarily limited to, non-compliance with requirements and assurances outlined in the RFA or its Section 16 "Provisions and Assurances," failure to provide accurate, timely, and complete information as required by THECB to evaluate the effectiveness of the STEM Center for Teacher Professional Learning, or a failure to perform any of the work under the Contract to THECB's satisfaction within the time specified herein or any extension thereof. Any instance of non-compliance shall constitute a material breach. THECB may, in its sole discretion, provide Awarded Applicant with an opportunity for consultation with THECB prior to termination. If Awarded Applicant fails or refuses to perform its obligations under the Contract, THECB may exercise any and all rights as may be available to it by law or in equity.

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

Termination for Convenience: As consistent with applicable law, THECB may terminate the Contract, either in whole or in part, with a sixty (60) day written notice.

Effect of Termination: As consistent with applicable law, upon receipt of written notice to terminate, Awarded Applicant shall promptly discontinue all Services affected (unless the notice directs otherwise), refund partially or fully all Grant proceeds in accordance with written notice, and shall deliver or otherwise make available to THECB, a summary of work products developed by Awarded Applicant under the Contract, whether completed or in process. Upon any termination, all indemnities, including without limitation those set forth in the Contract, as well as Contract provisions regarding confidentiality, records retention, right to audit, and dispute resolution, shall survive the termination of the Contract for any reason whatsoever and shall remain in full force and effect. THECB shall be liable to Awarded Applicant for that portion of the Services authorized by THECB and which have been completed prior to the effective date of termination, provided that THECB shall not be liable for any work performed that is not acceptable to THECB and/or does not meet Contract requirements.

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

13.9 Notice

Any notice or written communication between the parties shall be considered delivered when postmarked, except that such notice or written communications sent by certified mail, return receipt requested, or delivered in person to the authorized representative of the party designated in accordance with the Contract shall be considered to be delivered when received.

13.10 Assignment or Subcontracting

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

13.11 Liability and Indemnification

13.11.1 Liability

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

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

Sovereign Immunity: THECB and Awarded Applicant stipulate and agree that no provision of, or any part of the Contract between THECB and Awarded Applicant, or any subsequent change order, amendment, or other Contract modification shall be construed: (1) as a waiver of the doctrine of sovereign immunity or immunity from suit as provided for in the Texas Constitution and the Laws of the State of Texas; (2) to extend liability to THECB beyond such liability provided for in the Texas Constitution and the Laws of the State of Texas; or (3) as a waiver of any immunity provided by the 11th Amendment or any other provision of the United States Constitution or any immunity recognized by the Courts and the laws of the United States.

13.11.2 Indemnification

To the extent allowed by law, Awarded Applicant agrees to indemnify, defend and hold harmless, to the extent allowed by law, the State of Texas, THECB, as well as officers, agents, and employees of THECB from any liability, for any and all claims, demands, fees, suits or actions of any nature whatsoever, including but not limited to personal injury or illness, bodily injury (including death) and property damage occurring in connection with or in any way incident to or arising out of the use,

service, operation or performance of work under the terms of the Contract, except claims, demands, fees, suits or actions arising from any negligence by THECB, its officers, agents, employees, contractor, subcontractors or any negligence of a third party, its (their) officers, agents, employees, contractors, subcontractors. THECB shall give Awarded Applicant written notice of each such claim or suit and full right and opportunity to conduct Awarded Applicant's own defense thereof, together with full information and all reasonable cooperation. Awarded Applicant shall coordinate its defense with the Texas Attorney General as requested by THECB.

Additionally, if Awarded Applicant requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, Awarded Applicant shall indemnify, defend and hold harmless, to the extent allowed by law, the State of Texas, THECB, as well as officers, agents, and employees of THECB, from any liability, for any and all claims, demands, fees, suits or actions of any nature whatsoever, from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify (to the extent allowed by law) the State of Texas, THECB, as well as officers, agents, and employees of THECB, from any cost, expense, royalty or damage which the State of Texas, THECB, as well as officers, agents, and employees of THECB may be obligated to pay by reason of any infringement at any time during the performance of or after completion of the work. Awarded Applicant represents and warrants that it has determined what licenses, patents and permits are required under the Contract and has lawfully acquired all such licenses, patents, and permits.

Notwithstanding any indemnification clause, THECB shall have full authority to conduct its own defense, negotiations, and settlements, but Awarded Applicant's indemnification nevertheless remains in full force and effect. Any settlement shall only be reimbursable by Awarded Applicant if Awarded Applicant approves such settlement in advance, and any liability upon unsuccessful defense shall only be reimbursable by Awarded Applicant if Awarded Applicant has full opportunity to participate equally in the defense of the action.

13.12 License

Awarded Applicant grants a non-exclusive license to THECB to use the funded project's work products under this Grant Award for purposes consistent with THECB's mission.

13.13 Severability and Strict Performance

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

Each and every right granted to THECB and Awarded Applicant 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 Awarded Applicant 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. THECB's review, approval, acceptance of, or payment for any of the services provided in the Contract shall not be construed to operate as a waiver of any of its rights under the Contract, or of any cause of action arising out of the performance of the services required by the Contract.

13.14 Conflicting RFA Language

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

13.15 Inspections/ Site Visits

Throughout the Contract Term, THECB and/or its representatives shall have the right to make site visits to review partnership program operations and accomplishments.

13.16 Audit and Access to Records

Pursuant to Texas Government Code 2262.003, Awarded Applicant acknowledges that acceptance of funds under the Contract acts as acceptance of the authority of (1) the Texas State Auditor's Office, or any successor agency, (2) the Texas State Auditor's Office or any successor agency, under the direction of the Texas Legislative Audit Committee, (3) THECB's Internal Auditor, and (4) any external auditors selected by THECB, the State Auditor's Office, or by the United States (collectively referred to as "Audit Entities"), to conduct an audit or investigation in connection with those funds. Awarded Applicant further agrees to cooperate fully with Audit Entities in the conduct of the audit or investigation, including providing all records requested. Awarded Applicant shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Awarded Applicant and the requirement to cooperate is included in any subcontract Awarded Applicant awards.

Awarded Applicant shall maintain its records and accounts in a manner which shall assure a full accounting for all funds received and expended by Awarded Applicant in connection with the Contract. These records and accounts (which includes all receipts of expenses incurred by Awarded Applicant) shall be retained by Awarded Applicant and made available for inspecting, monitoring, programmatic or financial auditing, or evaluation by THECB and by others authorized by law or regulation to do so for a period of not less than five (5) years from the date of completion of the Contract or the date of the receipt by THECB of Awarded Applicant's final claim for payment or final expenditure report or until a resolution of all billing questions in connection with the Contract, whichever is later. If an audit has been announced, the records shall be retained until such audit has been completed. Awarded Applicant shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to the Contract. Awarded Applicant and any subcontractors shall provide any Audit Entities with any information the entity deems relevant to any monitoring, investigation, evaluation, or audit.

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

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

13.17 Accounting System

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

13.18 Non-Appropriation of Funds

The Contract may be terminated if funds allocated to THECB should become reduced, depleted, or unavailable during the Contract period, and to the extent that THECB is unable to obtain additional funds for such purposes. THECB shall negotiate efforts as first consideration and if such efforts fail, then THECB shall immediately provide written notification to the Awarded Applicant of such fact and the Contract shall be deemed terminated upon receipt of the notification, and neither party shall have any further rights or

obligations hereunder. Awarded Applicant shall not incur new obligations after the effective date of termination and shall cancel as many outstanding obligations as reasonably practicable. THECB shall be liable for costs incurred up to the time of such termination. Under no circumstances shall this RFA or any provisions herein be construed to extend the duties, responsibilities, obligations, or liabilities of the State of Texas or THECB beyond the then existing biennium.

13.19 State Fiscal Compliance Guidelines

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. All applicable conditions and uniform assurances can be found at http://governor.state.tx.us/files/state-grants/UGMS062004.doc.

13.20 Applicable Law and Venue

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

13.21 Applicant Responsibilities

Applicant shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of the Contract, including, if applicable, workers compensation laws, compensation statutes and regulations, and licensing laws and regulations. When requested to do so by THECB, Applicant shall furnish THECB with satisfactory proof of its compliance.

13.22 Key Personnel

Awarded Applicant, in its reasonable discretion, reserves the right to substitute appropriate key personnel to accomplish its duties so long as the substituted personnel are equally qualified and skilled in the tasks necessary meet STEM Center for Teacher Professional Learning Program requirements and outcomes. Awarded Applicant shall provide to THECB prior written notice of any proposed change in key personnel involved in accomplishing ETEP requirements and outcomes. No substitutions of key personnel will be made without the prior written consent of THECB. All requested substitutes must be submitted to THECB.

13.23 Eligibility/ Authorization to Work in the United States

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

13.24 Supplanting Prohibition

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

13.25 Carryover Funds

At the THECB's discretion, unencumbered funds may carry over from each year of the grant period.

13.26 Time and Effort Recordkeeping

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

13.27 Forms, Assurances, and Reports

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

13.28 Family Code Applicability

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

13.29 Affirmation Clauses

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

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

If applicable, the Texas business address shown herein is, in fact, the legal business address of Applicant and Applicant qualifies as a Texas Resident Bidder under Texas Government Code Chapter 2252.

Under Texas Government Code § 2155.004, no person who was compensated by the THECB to assist in preparing the RFA specifications or this RFA has any financial interest in Applicant's Application. If Applicant is not eligible, then any contract resulting from this RFA shall be immediately terminated. Further, under Section 2155.004, Texas Government Code, Applicant 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.

THECB is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing Applicants with the Federal General Services Administration's Excluded Parties List System (EPLS, http://www.epls.gov), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Applicant is not so prohibited from

entering into this contract. Moreover, Applicant further certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Applicant is in compliance with the State of Texas statutes and rules relating to procurement and that Applicant is not listed on the federal government's terrorism watch list as described in Executive Order 13224. (Entities ineligible for federal procurement are listed at http://www.epls.gov.)

Under Section 2155.006(b) of the Texas Government Code, a state agency may not accept a bid or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five-year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459(a)(2), Texas Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459(a)(2), Texas Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Section 2155.006 of the Texas Government Code, Applicant certifies that the individual or business entity named in this Application is not ineligible to receive a contract resulting from this RFA and acknowledges that any contract resulting from this RFA may be terminated and payment withheld if this certification is inaccurate.

APPENDIX A

List of Eligible Applicants

Texas public universities with proven success in the preparation and production of STEM teachers may apply. The "proven production" success will be based on the 5-year production average of at least 30 Science, Mathematics and Computer Science Teachers; ranking based on State Board for Educator Certification (SBEC) 2007-2011 data.

ORGANIZATION	2007-2011 5-YR AVG ALL	2007-2011 5-YR AVG RANK
Texas A&M University	134.2	1
Texas A&M University - Commerce	80.8	2
University of Texas - El Paso	79.0	3
University of Texas - Austin	66.6	4
Texas State University-San Marcos	66.2	5
Sam Houston State University	65.2	6
West Texas A&M University	62.6	7
Texas Tech University	60.0	8
University of Houston	55.0	9
University of Texas - San Antonio	51.2	10
Tarleton State University	48.2	11
Stephen F. Austin State University	47.8	12
University of North Texas	38.4	13
University of Texas - Arlington	35.6	14
University of Texas - Pan American	30.8	15
Texas A&M University-Corpus Christi	30.2	16
Texas Woman's University	30.2	16
University of Texas - Dallas	30.2	16

APPENDIX B

Definitions

The following definitions shall apply:

1. Applicant Project or Program – The Program (Project) proposed to be funded by the Applicant in response to this RFA.

2. Application – The final document submitted by an Applicant to THECB in response to and in accordance with the terms of this RFA.

3. Awarded Applicant – The successful recipient ultimately awarded a Contract by THECB who is responsible for performing all services and activities required to fully comply with Contract performance requirements and all Contract terms and conditions.

4. FERPA – The Family Educational Rights and Privacy Act is a federal law regarding the privacy of student records and the obligations of the institution, primarily in the areas of release of the records and the access provided to these records. Any educational institution that receives funds under any program administered by the U.S. Secretary of Education is bound by FERPA requirements. Institutions that fail to comply with FERPA may have funds administered by the Secretary of Education withheld.

5. Schools – Districts or Campuses where K-12 students are taught.

6. SBEC –State Board for Educator Certification. The Texas State Board for Educator Certification regulates the preparation, certification, continuing education, and standards of conduct for public school educators in Texas. Additional information can be found at the Texas Education Agency website, http://www.tea.state.tx.us

7. State of Texas Business Days - Monday through Friday, 8 a.m. to 5 p.m., except for scheduled State of Texas and national holidays.

8. Texas College and Career Readiness Standards (CCRS)– The standards adopted by the Coordinating Board in January 2008 which articulate the knowledge and skills that students must know and be able to do to succeed in entry-level college/university courses and in the skilled workforce. The CCRS can be found at http://www.thecb.state.tx.us/files/dmfile/CCRS081009FINALUTRevisions.pdf

9. THECB – The Texas Higher Education Coordinating Board, an agency of the State of Texas.

APPENDIX C

STEM Center Proposed Budget

University Name: _____

Project Director(s): _____

				Proposed Budget Amount by Category
1. Personnel				
A.	Key Personnel (Faculty Administration)			
	(1)	Salaries *(include person's name and role below)*		
		i.		$0
		ii.		$0
		iii.		$0
		iv.		$0
		v.		$0
		vi.		$0
		vii.		$0
		viii.		$0
		ix.		$0
	(2)	Fringe Benefits *(show percentage used)*	0%	$0
		Key Personnel subtotal		$0
B.	Support Personnel (Clerical, Grad. Assts.)			
	(1)	Salaries *(Include person's name and role below)*		
		i.		$0
		ii.		$0
		iii.		$0
		iv.		$0
		v.		$0
		vi.		$0
		vii.		$0
		viii.		$0
	(2)	Fringe Benefits *(show percentage used)*	0%	$0
		Support Personnel subtotal		$0
		Total Personnel Costs		**$0**
2. Teacher Participant Support				
A.	Tuition *(Cannot reallocate out of this category)*			$0
B.	Tuition-Related Fees *(Cannot reallocate out of this category)*			$0
C.	Books			$0
D.	Materials			$0
E.	Travel (mileage)			$0
F.	Teacher Stipends			$0
G.	Other Teacher Support			$0
H.	Other Teacher Support			$0
I.	Other Teacher Support			$0
J.	Other Teacher Support			$0
K.	Other Teacher Support			$0
		Total Participant Costs		**$0**
3. Non-Participant Meeting and Travel Costs *List conference and location, or type of charge below.*				
A.	Semi-annual program meetings, Austin, TX			$0
B.				$0
C.				$0
D.				$0
E.				$0
F.				$0
		Total Other Travel		**$0**
4. Project Supplies				
A.				$0
B.				$0
C.				$0
D.				$0
E.				$0
F.				$0
5. Other Management-Related Expenses				
A.				$0
B.				$0
C.				$0
D.				$0
		Total Project Management Expenses		$0
6. Contractual (consultants; other subcontracts). *Include person's name and role below.*				
A.				$0
B.				$0
C.				$0
D.				$0
E.				$0
F.				$0
G.				$0
H.				$0
I.				$0
J.				$0
		Total Contractual		**$0**
		Direct Costs		**$0**
		Total Indirect Costs		**$0**
		Total Program Costs		**$0**

Electronic Budget Form should be used for application. See RFA Section 9.1.

Project Director(s): _____

Project Director(s) Signatures: _____

** If the Project is recommended for funding, negotiations with the Coordinating Board Program Director are required before a final budget is approved.*

APPENDIX D

Science, Technology, Engineering and Mathematics Teacher Professional Learning Center

PROJECT EVALUATION PLAN

Project Evaluation Plan					
Goal	**Activities/Strategies**	**Expected Outcomes**	**Measures of success**	**Stakeholders involved**	**Methods for collecting data**

APPENDIX E

Proposal Review Form

Applicant:	
Evaluator's Name:	
Evaluator's Agency/Organization:	
Date:	

Component	Comments	Score
Project Design (Total Points: 50)		
How well does the Application address the following: • Does the Applicant convey a clear understanding of the state and local need for improved effectiveness of STEM teachers? This should include information on the teachers' need to be better prepared as well as information on how well K-12 students are prepared to meet the challenges of the CCRS incorporated into the STAAR standardized tests. (Section 8.5.1) • Does the Project Design include the required program components (Sections 4.1-4.3 and 8)? • Are the goals, objectives and outcomes clear, measurable and logically linked to the need for each component of the program? • Is the plan for providing teacher professional learning supported by research-based approaches and best practices that foster teacher professional growth (Section 4.1)? • For Component A (Section 4.1), does the plan support implementation of high-yield instructional strategies? Do the Project partnerships also support implementation of these strategies? • Does the Applicant plan for teacher professional learning include a multi-faceted approach with elements that accelerate teacher growth such as working with campus teams of teachers, developing communities of practice and encouraging reflective practice (Section 4.1)? • Does the Application include a reasonable plan for the establishment of a network of collaborating partners. • Does the Application include a reasonable plan for the identification and development of a research base (Section 4.2) and a plan to begin dissemination? • Does the Application include a reasonable plan for the development of analysis and revision tools, and plans for other IHEs with teacher educator preparation programs (Section 4.3)? • Does the Application include a realistic, reasonable plan for evaluating the proposed program? • Does the Application evaluation plan include formative assessment? • To what extent does the plan for teacher professional learning (Section 4.1) support efforts to improve teaching and learning in ways that address rigorous academic standards for K-12 students? • To what extent does the Applicant should demonstrate a cohesive approach that integrates the work of the three Project Components?		

Quality of Management Plan and Center Structure (Total Points: 15)		
How well does the Application address the following: • How well does the management plan describe how the Applicant will ensure the objectives are achieved on time and within budget, including clearly defined responsibilities and milestones for project tasks? • Are the time commitments of the project director and other key personnel appropriate to the project? • Does the management plan include a strong communication plan that includes appropriate and consistent means of keeping all partners, collaborators, and participants informed? • Does the management plan include a reasonable schedule that clearly outlines the management tasks and who will complete each task? (Attachment D)? • Does the Applicant demonstrate capacity to run the STEM Center?		
Quality of Key Personnel (Total Points: 10)		
How well does the Application address the following: • How well do the key personnel curriculum vitae and position descriptions match with the outlined scope of work? • If specific personnel are identified, do descriptions of qualifications align with the job responsibilities proposed in Project Design? If not, are there other qualifications that transfer well to the project? • Do co-investigators have the capacity to run the STEM Center?		
Quality of Evaluation Plan (Total Points: 10)		
How well does the Application address the following: • Are the anticipated activities or strategies aligned to achieve the STEM Center goals and objectives? • Have short- and long-term outcomes been identified and are they appropriate? • Have measures been identified that Applicant will use to evaluate the success of each strategy/activity? • Have methods been identified for gathering data, with sensitivity to FERPA? • Is appropriate information provided on the evaluation design (formative and summative; description of evaluators and qualifications) • Are follow-up activities included in the Application? If so, is the nature of those activities and evaluation included?		
Adequacy of Resources (Total Points: 15)		
In terms of the financial resources, how well does the Application address the following: • Does the budget appear to be reasonable in relation to proposed activities and desired outcomes? • Is there some contribution by partners? (Not required, but desirable). • Are the financial resources described adequate to meet the requirements of the proposed Project? • How well are funds distributed across components to ensure that required activities can be carried out? (Section 9.1.1)		
	Total Score:	